

**SERIAL 09137 IGA DOCUMENT IMAGING HW & SERVICES (ON BASE)**

**DATE OF LAST REVISION: February 23, 2010 CONTRACT END DATE: January 20, 2011**

**CONTRACT PERIOD BEGINNING FEBRUARY 19, 2010  
ENDING JANUARY 20, 2011**

**TO:** All Departments

**FROM:** Department of Materials Management

**SUBJECT:** Contract for **DOCUMENT IMAGING HW & SERVICES (ON BASE)**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Pinal County Contract #08-05-13. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:  
[http://www.maricopa.gov/materials/Awarded\\_Contracts/search.asp](http://www.maricopa.gov/materials/Awarded_Contracts/search.asp).

**Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 2044603.**

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

# **RESPONSE TO REQUEST FOR PROPOSAL NO. 08-05-13 IMAGING HARDWARE AND SERVICES**

**Prepared For:**

**Pinal County**



**Prepared By:**

**Ronald H. Thompson Jr.  
September 16, 2008**



**BRINGING THE POWER OF TOMORROW TO BUSINESS TODAY**



BRINGING THE POWER OF TOMORROW TO BUSINESS TODAY

September 16, 2008

Pinal County  
31 N. Pinal St. Bldg A  
Florence, AZ 85232  
ATTN: Suzanne Alberts

Re: Response to Request for Proposal No. 08-05-13 Imaging Hardware and Services

Dear Suzanne:

Thank you for the opportunity to provide Pinal County with a proposal for an Electronic Document Management (EDM) Solution. OSAM Document Solutions is very pleased to be working with your county on this pending project.

Based on the information within this proposal, we feel confident that our proposed solution meets the requirements that have been defined for Pinal County. Should you find that additional requirements exist that have not been addressed as part of your proposal please feel free to contact us at your earliest convenience. Also, please keep in mind that the quoted prices are subject to change 90 days from the proposal date.

If you have any questions you can reach me via e-mail, [ronjr@osaminc.com](mailto:ronjr@osaminc.com) or telephone (602) 263-9432.

Thank you for your time and consideration.

Sincerely,

Ronald H. Thompson Jr.  
Enclosures

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**I. Profile and Qualifications**

1. Transmittal Letter Stating the Desire to Perform Desired Services.

See next page



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Pinal County  
31 N. Pinal St. Bldg A  
Florence, AZ 85232  
ATTN: Suzanne Alberts

Re: Response to Request for Proposal No. 08-05-13 Imaging Hardware and Services

Dear Suzanne:

Please accept this letter as our desire to perform the products and services outlined in this proposal. We thank you for the opportunity to provide Pinal County with this proposal for Imaging Hardware and Services and look forward continuing our relationship as your provider of the Electronic Document Management (EDM) Solutions.

Based on our past experiences with Pinal County and our growth plan we feel confident that we will be able to provide many solutions that meet the requirements you have today and in the future. Should you find anything that needs additional explanation in this proposal please feel free to contact us at your earliest convenience.

If you have any questions you can reach me via e-mail, [ronjr@osaminc.com](mailto:ronjr@osaminc.com) or telephone (602) 263-9432.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Thompson".

Ronald H. Thompson Jr.  
Enclosures

2. Brief Description of Firm, Background, size, projects, scope and nature of service.

OSAM, Inc. is an Arizona owned and operated corporation that has been committed to providing document management solutions in the State of Arizona since Arizona became a state in 1912. First incorporated in 1912 as Remington Rand, OSAM of Arizona, Inc. dba OSAM, Inc., was established in 1973 by Remington Rand as its first dealership channel in the United States.

From paper to microfilm/fiche to electronic imaging, OSAM has continuously stayed on the leading edge of document management solutions. As a twenty-five+ year dealership partner of Canon U.S.A., OSAM markets the Canon Image Filing Systems products and systems, which include micrographic and electronic document management hardware and software

The Canon Canofile, a stand-alone electronic document management system, began the OSAM experience in *electronic image* filing in 1990 with over 125 systems sold in Arizona. As the numbers of software solutions for EDM grew rapidly in the nineties, software corporations frequently approached OSAM to be a dedicated vendor for these solutions. From our experience with the Canon Canofile, OSAM, as an EDM Business Partner for other software manufacturers including Optika and File Magic, expanded its horizons and sold and installed numerous networked systems in Arizona and through the United States.

In 1997 OSAM consolidated its solutions offerings in order to ensure the best possible support for its systems and became a DocuWare Business Partner. Continuing in our pursuit for a wide range of solutions, OSAM then partnered with Hyland Corporation, designer of OnBase Imaging software, which rounded out the OSAM suite of electronic document management solutions.

From low to high end, from the most basic to workflow environment solutions, OSAM's team of professionals prides itself on its ability to satisfy OSAM customers' needs in electronic filing solutions and support. The company is based on a solid foundation with an uninterrupted dedication to its core competency in document management solutions and its reputation for outstanding customer service and support for those solutions. OSAM installations in electronic document management systems include but are not limited to:


- Arizona Corporation Commission
- Department of Economic Security
- 14 out of 15 Counties in Arizona including Pinal County
  - 4 have gone enterprise wide
- Arizona Supreme Court
- Best Western International

OSAM Inc. employees 18 people in Arizona of which 10 are mixed within our Professional Services Department and account managers. Our dedication to our customer base is when our growth is focused on. OSAM Inc. plans to hire additional support and installation personnel as needed based on customers demands.

**3. Signed Attachment "B" Offers Profile**

See next page (insert Signed Attachment B Offers Profile.pdf)



	<b>ATTACHMENT B OFFEROR'S PROFILE</b>		Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85232
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A. Provide the name of the person who will be the primary Offeror and the address for the primary servicing office:

1. Name: Ron Thompson Jr Title: President/CEO

2. Company Name: OSAM Document Solutions Inc.

3. Address: 3520 N 16th Street

4. City: Phoenix State: AZ Zip Code 85016

5. Telephone: 602-263-9432 Fax: 602-277-2844

6. Email Address: ronjr@osaminc.com

B. Number of years local servicing office has been working with County/State Agency Clients 35 years

C. How many years of experience does the local Offeror have: 35 years Key Employee: 12 yrs.

D. Will a Vendor Liaison be assigned to our account? Yes X No       

1. If yes, identify who: Ron Thompson Jr

2. How many years of County experience does this Leader have handling public entity clients? 12

OSAM Document Solutions Inc.

FIRM

AUTHORIZED SIGNATURE

4. Demonstration of our Understanding of Pinal County, including the opportunities and challenges

OSAM Inc. was the original provider of the OnBase System to Pinal County. From the RFP stage we have continued to assist in the expansion of the OnBase system. We understand that Pinal County has made huge investments in the OnBase software and have every intension to expanding this offering even more.

From the scanning center on site that Pinal County has set up to the very complex workflow Pinal has implemented using Hyland professional services group this system has more to offer Pinal County. OnBase has over 105 modules of which Pinal County owns 21 of these modules. Considering some modules are vertical specific modules which Pinal will never own however the OnBase product offers a lot more functionality to Pinal County.

There are a number of opportunities still to expand the OnBase system. Some of those included but are not limited to Field Reporting for the Sheriffs Office, Microsoft SharePoint integration, additional workflows for various departments, and a Records office solution. Additional opportunities maybe discovered at which time OSAM Inc. will always bring Hyland Software in to assist to see if there is the opportunity for Hyland software to develop a module to fill a void that might exist in the OnBase product.

Challenges are inevitable we take the stance on how we handle the challenges. OSAM Inc. makes every effort to identify any challenges before we start a project. However when challenges do arise we will work with Pinal county to find a solution. Pinal County has take great step and continue to by training there people and hiring qualified employees to support the OnBase system. It is important that the OnBase System administrator work closely with OSAM Inc. and attend additional training courses that are available from OSAM Inc. or Hyland software.

## 5. Response to Qualification List.

A - GENERAL REQUIREMENTS					
Section	Requirement	Comply	Does Not Comply	Comply With Exception	Description
A-1.	Must have the ability to sell hardware such as scanners that are compatible with OnBase-Must be authorized reseller and service provider for Canon, Bell and Howell, and Graphtec scanners as well as a Kofax authorized dealer.	X			All scanners provided by OSAM Inc will be compatible with OnBase. OSAM Inc is authorized to sell Canon, Bell and Howell, Fujitsu, Kodak, and Graphtec scanners. We are authorized to service Canon directly and will use Kodak third party service for all other scanners except the Graphtec will be provided by Paradigm Imaging.
A-2.	Must provide Software/Hardware Support on related equipment for use with the OnBase product.	X			OSAM Inc will provide support directly or 3rd party for any products provided to Pinal County
A-3.	Must have the ability to take E-Docs from OnBase to Microfilm (16mm/35 mm)	X			This can be done via a script provided by OSAM to Pinal County to be used ad hoc or within workflow. Then images will be sent to OSAM Inc. to be converted to microfilm.
A-4.	Must have the ability to convert paper to Microfilm 16mm/35 mm	X			This process will be accomplished by scanning the paper and sending the image to microfilm
A-5.	Must have the ability to convert Microfilm to E-Doc	X			This process must be performed off site at OSAM and/or our partner in Sacramento
A-6.	Must have the ability to support the conversion of paper to E-Doc within OnBase.	X			This process can be done onsite or off site at OSAM Inc. Facilities in Phoenix.
A-7.	The vendor must have the following certifications- CDIA+	X			OSAM Inc holds 6+ of these certifications
A-8.	Must have the ability to provide 4 Hr. Response time	X			Product directly support by OSAM Inc. will have a 4 hour response time. Products supported by Kodak e.g. Bell & Howell scanners, Fujitsu scanners, and Kodak devices, will also have 4 hour response.

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	Must have the ability to provide onsite pickup and delivery without the use of 3rdparty couriers.	X			OSAM Inc will only use OSAM employees and OSAM Inc. vehicles for pick up and delivery
A-10.	Must have previous experience connecting hardware to work with Enterprise OnBase systems.	X			OSAM has this experience with Pinal County and with our other Enterprise Applications.
A-11.	Must have the ability to research and sell, service, maintain, other imaging hardware including support for any future imaging hardware standards.	X			OSAM Inc products and services are not limited to items listed in this proposal. We will make every effort to provide any and all products required by Pinal County
A-12.	Must have the ability to supply service and support for Kodak's Archive writer and other film/archive processors.			X	OSAM will provide this service utilizing Kodak Service.

## 6. Response to Scope of Work Criteria

Response to Scope of Work		
	Provide detailed descriptions and responses, as to whether the proposed contract meets all requirements as stated in this RFP and how they will meet each of these requirements.	Completed
1	Clearly indicate which requirements are met by the standard "off the shelf" solution or if customized features are required and at what cost, if any.	All price list included are off the shelf products. Any customized features will be billed on a time and materials basis
2		<p><b>Canon</b> – No matter which model you choose, innovation and value come standard. After all, that's what people expect from Canon's DR-Series Scanners. That's because our scanners offer the kind of high-performance features that make converting paper documents easier. Like high-speed precision feeding technology, compact design, high-speed color capability and even flexible configuration options. And with so much advanced scanning technology to choose from, you're sure to find the imaging muscle you're looking for. At Canon, we're giving people the know-how to take full advantage of the digital office.</p> <p><b>Bell and Howell</b> - A full line of performers BÖWE BELL + HOWELL understands the critical importance of your business records and the need to have a reliable scanner that can process your documents quickly, efficiently and accurately every time. Whatever your business needs to scan — from forms to photos, applications to affidavits, birth certificates to account statements, maps, blueprints and more — BÖWE BELL + HOWELL has a full line of fast, dependable and affordable document scanners that can meet your unique needs and work environment. Converting hard copies into digital files has never been easier.</p> <p>Throughout BÖWE BELL + HOWELL scanner line you will find innovative feature sets and world-class engineering that deliver the best value and lowest total cost of scanning in the industry. Moreover, our full line of products affords you a full range of choices — color, bitonal or grayscale; sheet fed or flatbed; entry-level to high volume production or wide format — to improve your workflow and optimize your scanning efficiency.</p>
3	Disclose the names of any third-party products and describe how these products are integrated with the proposed electronic system.	

	<p><b>Fujitsu</b> - Fujitsu Computer Products of America, Inc. (FCPA) is an established leader in the document imaging market, featuring state-of-the-art scanning solutions in the workgroup, departmental, and production-level scanner categories. Fujitsu scanners deliver speed, image quality, and great paper handling, along with easy integration and compatibility with over 200 document imaging applications</p> <p><b>Kodak</b> - With over 75 years of expertise and a legacy of document imaging innovation, Kodak is your partner of choice for modern document imaging technology. Kodak offers the broadest range of scanners and integrated imaging equipment on the market. Our quality standards are exceptional, and our performance is well established—based on input and feedback from customers like you. Kodak develops innovative technologies, ranging from paper separation, document transport and multi-feed detection features to CCD sensors and image enhancement, along with advanced and easy-to-use solutions for reference archiving. And the quality of our media is world-renowned.</p> <p><b>Datacap</b> - Raise productivity and lower costs with automated data entry software. Datacap Taskmaster software provides fast, accurate data capture for all document types and easily adjusts to your environment and changing needs. Datacap manages the entire data entry process, from scanning and recognition to verification and the delivery of data and images to all leading content management solutions, databases, and business applications.</p> <p><b>NSI</b> - NSI's flagship product AUTOSTORE captures both paper and electronic documents from virtually any source and in any format. Advanced modules make this the ultimate content capture software to optimize resources and reduce business operating costs.</p> <p><b>Kofax VRS</b> - VRS reduces the time involved in manual document preparation and enhances the quality of scanned images. Capturing high-quality images is critical to the rest of the document management process because image quality significantly impacts the success of data extraction, recognition, and retrieval.</p>
4	<p>Fully warranty for one (1) year from the date of acceptance by Pinal County all products provided by the Vendor(s) at no cost to the County.</p> <p>Many of the products only carry a 90 day warranty or have a 1 year warranty with next day or depot service to Pinal County. OSAM Inc. will ensure when quoting any products to Pinal county that the product(s)</p>

OSAM Document Solutions Inc.

3520 N 16<sup>th</sup> St Phoenix AZ 85016Phone: (602)263.9432 • Fax: (602)277.2844 • Internet: [www.osaminc.com](http://www.osaminc.com)

		will be covered for 1 year with a 4 hour response time (when available).
		<p><b>Canon</b> – Installation/support will be provided by OSAM Inc. for Document scanners. Large format installation/support will be provided by Paradigm Imaging. Timelines will be determined on the amount of product purchased and inventory availability.</p> <p><b>Bell and Howell</b> – Installation will be provided by OSAM Inc. for Document scanners. Support will be provided by Kodak. Timelines will be determined on the amount of product purchased and inventory availability.</p> <p><b>Fujitsu</b> – Installation will be provided by OSAM Inc. for Document scanners. Support will be provided by Fujitsu or Kodak. Timelines will be determined on the amount of product purchased and inventory availability.</p> <p><b>Kodak</b> – Installation will be provided by OSAM Inc. for Document scanners and Kodak for all other products. Support will be provided by Kodak. Timelines will be determined on the amount of product purchased and inventory availability.</p> <p><b>Datacap</b> – Installation/Support will be provided by OSAM Inc. first line and Datacap second. Timelines will be determined on the amount of product purchased and scope of the project.</p> <p><b>NSI</b> – Installation/Support will be provided by OSAM Inc. first line and NSI second. Timelines will be determined on the amount of product purchased and scope of the project.</p> <p><b>Kofax VRS</b> – Installation/Support will be provided by OSAM Inc. first line and Kofax second. Timelines will be determined on the amount of product purchased and scope of the project.</p> <p>OSAM Inc. will continue to encourage Pinal County to send employees to Hyland software for any and all training for the OnBase product. OSAM Inc. will also provide onsite training for all products we provide to Pinal County. OSAM Inc. has incorporated an OnBase system health check that is now available. Trouble shooting will be performed by our support staff with the assistants (when needed) from the developer or manufacture. OSAM Inc. also provides workflow discovery, installation, development, training, and go live support. We also encourage Pinal</p>
	Disclose the entity that will provide each warranty service. All proposed warranties must be included in the Vendor(s) proposal. Provide a timeline for installation including tasks, responsible parties, milestones, target dates, anticipated phases and completion date.	
5		
6	Train users and technical staff to operate the solution, perform maintenance and troubleshooting tasks, develop workflows and other tasks necessary to maintain and operate the proposed solution.	

**Pinal County**

**Response to Request for Proposal No. 08-05-13**

		county to work with OSAM Inc Professional Services Team to establish a long term support and services plan.
7	Must have available a toll-free number 10 hours a day, five days per week, for priority problems and be available for off hours support with prior agreement.	Pinal County may call 888-988-OSAM (6726) from 7am - 5 pm. From 7-8am OSAM Inc. will provide support cell phone numbers.
8	Designate a specific employee or team to serve as the Vendor's liaison for all projects and purchases for the OnBase product.	OSAM Inc. has designated Ron Thompson Jr as the liaison for all projects and purchases from Pinal County. From time to time Ron Thompson may assign special projects to individual employees that ensure Pinal County receives the best support possible. However Ron Thompson will still oversee all interaction with Pinal County.
9	Not impose software upgrades and must take into consideration Pinal County's schedule and priorities.	OSAM Inc. will comply with this request.
10	Provide and maintain a detailed project plan and conduct regular review meetings with representatives from the County.	OSAM Inc. will comply with this request.
11	Provide the location (city and state) from which maintenance and any on-site service will be provided, the hours for which maintenance coverage is proposed, whether emergency service is available and at what terms, and the warranted or estimated time for response to problems.	OSAM Inc. will be providing support from Phoenix AZ. We will offer a 4 hour response time when the call is placed before 12:00pm for hardware we are supporting directly. OnBase support request will be logged at the time the call is place and returned within 2 hours. Email support request will be address within 24 hours. For emergency system failure Pinal County may call OnBase directly if a support specialist is not available 24/7.
12	Identify the location, service days/hours, and availability of toll-free software trouble-shooting number.	Phoenix AZ - 8:00am - 5:00pm Monday - Friday except holiday. 888-988-OSAM(6726)
13	Describe the procedure to be followed in reporting a software problem and the escalation policies used.	Per OSAM Maintenance Agreement: Response to Failures, Access Problems and Errors. Licensee providing Service Provider with a written Error Report is a prerequisite to Service Provider's responding to system failures, access problems, performance failures, and Errors. The Error Report must include a written or electronic mail explanation of the software routines employed when the problem occurred, and any available documentation of the Error, including, but not limited to, screen prints of all <u>system</u> errors, error messages, time of error, and any other information Service Provider reasonably requires. Reasonably promptly after Service Provider receives the Error Report, Service Provider will cooperate with Licensee in assigning an appropriate level and time of response to the situation and Service Provider personnel to assist Licensee in solving the problem. The levels of problems, response times, and descriptions



		<p>of the response for the levels of problem are described in the following subparagraphs of this sub-section (d):</p> <p><u>Level I.</u> Complete system failure and/or critical business function failure.</p> <p><u>Response.</u> Service Provider will respond within two working hours after the later of receipt of the Error Report and agreement that this Level of response is needed and will assign resources within four working hours with Service Provider Professional Services Staff (hereinafter PSS) involvement until resolution. If hardware fails Service Provider will provide PSS support within two working hours after Licensee's Servers become operational.</p> <p><u>Level II</u></p> <p><u>Definition.</u> No system failure, but Licensee-users are unable to access or execute critical system functions.</p> <p><u>Response.</u> Service Provider PSS will respond to Licensee within four working hours of receipt of the Error Report and agreement to this Level and will use best efforts to restore access within three working days.</p> <p><u>Level III</u></p> <p><u>Definition.</u> Application not performing per documentation but Licensee user can perform basic job functions with alternate procedures.</p> <p><u>Response.</u> Service Provider will respond within one working day of Service Provider's receipt of the Error Report. Service Provider will provide fixes within a reasonable time and Licensee will be informed when fixes will be provided.</p>
14	Provide a detailed outline of its proposed training, on the Pricing Response Form, indicating number of days, topics covered, specific staff to be trained and location of each training session. Vendor will list all costs associated with this training. Vendor will provide a price schedule, which itemizes unit costs for additional training.	See Tab 5
15	Specify costs of documentation on the Pricing Response Form. Vendor must provide a price schedule, which itemizes unit costs for additional documentation.	See Tab 5
16	Should consist of industry standard components that are readily available rather than a specific Vendor's proprietary solution or components	All products provided by OSAM Inc. will adhere to industry standards

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17	Require minimal use of proprietary products and solutions versus use of industry standards. Describe any significant proprietary components of your solution.	OSAM Inc. always deters from using proprietary products. Depending on Pinal County's requirements sometimes such product(s) may be required however Pinal County will be made aware of this on all occasions.
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## II. Summary of the Process

1. Describe the major components that comprise the proposed solution, the nature and purpose of those components, and the role each plays in achieving the objectives.

- a. OnBase (Hyland Software) Products and Services

OnBase Software developed by Hyland Software is the major component of this RFP. OSAM Inc. will provide all software developed by Hyland Software to Pinal County and may from time to time subcontract special projects to Hyland Software.

- b. Capture Products and Services

OSAM Inc. provides third party capture solutions including but not limited to DataCap Software, NSI Software, Kofax VRS/Ascent, etc. Upon discovery of a project OSAM Inc. will make recommendations on the best of breed technology available for Pinal County. OSAM Inc. is currently a certified solution partner for Datacap, Oracle Capture, NSI, Kofax, and AnyDoc. OSAM Inc. will support all capture solutions provided that we are certified on. In some case we may subcontract installation and/or support to a 3<sup>rd</sup> party vendor for the highest quality of installation and support for Pinal County.

- c. Conversion Services

OSAM Inc. provides conversion services for paper to image, image to film, and film to image. Most of these services can be performed onsite however it is more cost effective to send the information to our Phoenix Facility. In some cases we will utilize one of our partners to full additional high volume jobs or specialty jobs. All of our partners adhere to our security policies and are very long standing companies in our industry.

- d. OSAM Professional Services

- i. Installation, Discovery, Training, Consulting

OSAM Professional Services comprise of multiple certifications. Our certifications include but are not limited to OnBase Certified Installers, OnBase Certified Workflow Engineers, and OnBase API Specialists. OnBase system discovery, installation, development, go live support are all performed by OSAM Inc. employees. In 2008 we have started consulting on systems for current customer and new customers.

- ii. Software Support

OSAM support includes dedicated support specialist. The number of dedicated support special will continue to grow based on our customers needs.

- iii. Hardware Support

OSAM Inc. is an authorized Canon Services center for all Canon scanners and Microfilm equipment. Most service is performed onsite with a 4 hour response time. Maintenance agreements are also available for next day service. We also have facilities at OSAM Inc. to perform depot or in-house repairs.

2. Describe typical implementation/deployment from the perspective, operating systems, software, and communications.

The typical implementation/deployment from a hardware perspective, operating systems, software, and communications are recommended by multiple factors from the current environment. OSAM Inc. doesn't only look at the environment today but what it will be in the future based on the systems we are recommending. For example hardware is estimated based on your current scanning requirements. Items considered are volumes, type of documents, size of documents, color of documents and peak

times of volumes. These items are all taken into consideration before we recommend a scanning device. After the scanning device is established we will take into consideration the operating systems in your environment. For example don't purchase a scanner that will not operate on Windows Vista. In regards to software recommendations, OSAM Inc. take the approach to first find the wants and needs of our customers and then apply software to the solution. Lastly system communications are based on a number of items; is it web based or thick client, security concerns, what is the current environment and bandwidths etc. Again we want to take the time required to make sure all implementations/deployments go in smoothly.

3. Discuss both the technical approach and operational methods that the solution achieves the general capabilities incumbent to a 'typical' solution.

The OnBase® modular methodology enables organizations to build organic business solutions based on exact practical requirements. Few businesses implement single, standalone content management systems that exist in the same format over numerous years without evolution, modification or expansion. As user acceptance of a solution solidifies and as the system becomes part of the infrastructure rather than an additional layer, cross-organizational deployment becomes a long-term strategy rather than an immediate remedy. OnBase provides the building blocks to deploy core, evolution-ready solutions.

#### **Document Management - Making information work.**

Documents impact an organization at each and every level. Whether being generated by the business itself or by external sources, documents play a pivotal role in meeting the challenge of sustaining complex operations. By their nature, documents rarely enter, transition through and exit a business in an efficient, structured and auditable manner. Climbing the mountains of both paper and ever-increasing digital information requires both a logical strategy and an intelligent platform on which to build it.

The term "document" has also evolved over the last decade. Traditionally seen as simply a paper-based object, documents now represent numerous forms of content from paper and fax, to e-mail, to application and web content. A single solution for not only consolidating but also managing and harnessing the value of this divergent media represents a strategy for gaining a competitive edge. The OnBase document management solution has helped more than 7,200 organizations achieve just this.

#### **OnBase Document Management**

Modular in design, the OnBase document management solution offers a variety of input, management, integration and distribution functionality. This level of integration enables OnBase to provide an exhaustive amount of out-of-the-box functionality for building highly advanced document management and workflow solutions.

Completely point-and-click configurable, OnBase enables the rapid deployment of sophisticated solutions without the need for expensive, time-consuming programming. Organizations are able to select from amongst more than 60 separately licensed OnBase modules providing specialized input, management and distribution that system designs require. OnBase customers are encouraged to invest in the solution they need today and then incrementally expand and enhance the system as their needs grow. This flexibility provides OnBase customers with a tool to cost-effectively manage their systems' growth.

### **The components - building the OnBase Solution**

OnBase's modular design enables businesses to implement solutions - la carte. Selecting the requisite modules rather than a single, function-heavy application ensures that organizations are able to expedite the implementation process, better qualify their initial investment and overcome specific, critical challenges. This methodology promotes accelerated assimilation of OnBase into the user environment.

The OnBase modules are represented in five distinct categories. Each category plays a unique role in the construction of the final solution.

#### Input

Providing pathways for importing and capturing content into OnBase, the OnBase input modules are utilized for imaging, electronic data capture and processing.

#### Infrastructure

The OnBase infrastructure modules provide the building blocks necessary for constructing long-term solutions.

#### Management

Critical in complying with industry and legal regulations, the OnBase Management modules provide the tools for collaboration, audit, authentication and disposition.

#### Integration

Islands of technology provide limited value to businesses for controlling interconnected processes and operations. The OnBase Integration modules merge enterprise and line-of-business applications with OnBase document management repositories creating unified, cross-platform solutions.

#### Distribution

Towards the end of the information life cycle archiving, exporting and publishing exist as crucial technologies for the final reconciliation of documents. The OnBase Distribution and Output modules offer a rich set of utilities for managing these practices.

OnBase has time and again proven itself as one of the emerging solutions in the document management arena. Focusing on delivering targeted, user-driven solutions, OnBase quickly becomes a central component within organizations, rather than an additional layer of cumbersome technology. Businesses are striving to better manage the information that surrounds them, and users are striving to achieve faster results while dealing with the continued challenge of embracing new technology. In each dimension, OnBase offers a sophisticated yet usable solution for managing documents at every level of the business.

### **Capture, store, manage and distribute documents across the extended enterprise.**

OnBase provides integrated document management and retrieval solutions for consolidating and managing multiple content types in a single repository, and making them accessible through a single client interface. These feature rich and scalable solutions also provide programming-free extensions, which integrate OnBase with leading enterprise applications.

#### Integrated Document Management and Workflow:

Connecting Content With People, Processes and Applications

Organizations have begun to learn the value of harnessing the information they generate and consume as a tool to improve the way in which their businesses execute in the marketplace. It is the ability to integrate content with business processes--and the enterprise and line-of-business (LOB) applications that underpin them--which maximizes the value of ECM initiatives.

OnBase Integrated Document Management and Workflow solutions enable you to manage and optimize complex business processes using sophisticated, yet rapidly deployable and non-intrusive capabilities. By aligning critical content with core processes and business applications, organizations can track, expedite and interlink information streams throughout the enterprise.

OnBase Workflow solutions support advanced features as alternate routing logic, automatic criteria calculation, rendezvous, simultaneous notification, load balancing, reporting, ad hoc workflow, VB scripting, and API functionality for integration with core legacy or ERP/CRM systems. When integrated with OnBase Web Server, the benefits of OnBase Workflow can be made available via the Internet to users throughout your company, regardless of their location.

#### Core Features

- Standalone solution for managing business processes
- Point-and-click configuration for rapid deployment
- Usable, effective rules processor
- Application Enabler for point-and-click LOB application integration
- Line-of-business application-centric, task execution
- Load balancing
- Alternate routing logic
- Simultaneous notification
- Automatic criteria calculation
- Reporting plug-ins
- VB and API integration paths

#### **Standardize, structure and track interconnected business processes.**

OnBase workflow solutions enable you to connect content with people, processes and applications

4. Discuss how the methods, capabilities, and technologies of this solution are superior to those of competitors. Specifically point out areas in which your solution is unique, and therefore provides capabilities that cannot be replicated or matched by other solutions.

**One Product, Countless Solutions:** Unlike many ECM offerings, OnBase is not a collection of acquired technologies. It is an organically and continuously developed suite of ECM applications that uses the same code base, user interface, content repository and security and administration modules. With both depth and breadth of enterprise-class product functionality, OnBase reduces administrative overhead and training costs and accelerates end user adoption by meeting the needs of multiple business areas.

**Stability, Innovation and Performance:** Both product development and corporate management demonstrate a consistent focus on continuous improvement, steady growth and delivering value. A privately owned company that hasn't been distracted by the challenges of market consolidation, Hyland Software has been consistently profitable, maintained growth rates that outpace the industry average and operates with the experienced management team that has built its customer-focused culture.

**Easily Assimilated Technology:** Designed to overcome end user resistance to new technology, OnBase enables new users to begin working with OnBase documents with only a few minutes of instruction. The OnBase interface can be quickly and easily configured to meet the specific needs of all the workers in an organization or act as an extension of existing line-of-business applications or portals, such as Microsoft® SharePoint®, through integration with nearly any current technology investment. Point-and-click configurable, OnBase gives business users, not just programmers, the ability to configure, deploy, modify and run reports on sophisticated ECM solutions without being locked into a rigidly coded application.

**Industry Expertise:** Experienced, dedicated subject matter experts with specific industry or business process expertise work with customers on a daily basis.

**Rapid Deployment, Accelerated Time-to-Value:** OnBase requires little or no custom coding to implement, so it can be deployed in less time and with fewer professional services than platform-oriented ECM suites. This provides organizations a more rapid return on investment and greater budgetary flexibility to roll out ECM initiatives across multiple departments.

**Secure, Scalable and Reliable Architecture:** OnBase maintains a high level of security by creating a custom set of product rights and privileges for each user group. The OnBase architecture provides scalable and reliable access to OnBase content repositories and backward compatibility with existing OnBase content, security, user group, database and file storage configurations.

5. What are the predominant technologies used by the proposed solution to accomplish the objective? The term "predominant technologies" may have different meaning based on the context of what is discussed. Such technologies may include languages, protocols, dependant server/OS software, or even logical design concepts. Therefore, please define the use and purpose of the technologies discussed.

OnBase is designed to complement existing IT investments and reduce IT complexity by acting as an extension of existing business applications. Whether your organization relies on a tier one application across the enterprise, a niche solution specific to your industry or a combination of many software applications, OnBase features an array of options to content- and workflow-enable your existing IT investments by linking transactional business documents to them.

OnBase supports integration with products from:

- Microsoft®
- SAP®
- Oracle®
- Lawson™
- Hundreds of industry solutions and back office applications.

The OnBase Application Enabler™ rapidly integrates OnBase with text-based, Java™, Windows®, Web-based and host applications without the need for custom coding. Easily configured and rapidly deployable, Application Enabler has been used to integrate OnBase with hundreds of line-of-business applications to reduce labor associated with indexing and retrieval, automate the creation of template-based documents and trigger automated workflows.

Dedicated integrations exist for a number of industry leaders, such as Microsoft, SAP and ESRI®. These thoroughly tested modules offer reliable solutions for combining data-centric applications with

transactional content that drives processes. In addition, OnBase has a number of technology partners offering products that can be used in conjunction with OnBase for an end-to-end solution.


Hyland Software has developed a set of Web Services that will process requests for documents to be stored or retrieved and process workflow execution requests. The Hyland Web Services software development kit (SDK) for .NET allows object-oriented programming without requiring knowledge of technologies such as XML or SOAP. The Hyland Web Services SDK for Java™ includes a JAR file that enables object-oriented programming in Java using Java objects without requiring knowledge of the OnBase XML structure or SOAP. This extends OnBase access and interoperability to the majority of current computing platforms.

OnBase also features a rich set of application programming interfaces (APIs) to facilitate more complex integrations with enterprise, Web and legacy applications. OnBase APIs enable remote or local applications to interact with the OnBase content repository and Workflow using standard COM, DCOM, HTTP and SOAP protocols

**6. A fully completed and signed Attachment "D" Deviations and Exceptions.**

See next page (insert Attachment D Deviations and Exceptions.pdf)



	<b>ATTACHMENT D DEVIATIONS AND EXCEPTIONS</b>		Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85232
	RFP: 08-05-13 PROJECT: Imaging Hardware and Services	Page 30 of 35	

List any deviation or exception for any item listed under Scope of Work and/or Services. The item number must be listed and the page of the RFP it is found on. Any deviation/exception or inability of the Offeror to handle that particular item must be clearly and fully stated. Failure to show specific deviations indicates non-compliance with the RFP.

The following deviations/exceptions are being submitted for consideration:

Tab 1 Section 5 - A-12 - Must have the ability to supply service and support for Kodak's Archive writer and other film/archive processors. - OSAM will provide this service through 3rd party service via Kodak direct service. OSAM will handle on billing with 3rd party service.

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The undersigned hereby acknowledges that there are ***no deviations/exceptions*** to this solicitation:

OSAM Document Solutions Inc.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Authorized Signature

### III. Examples of Work Performance and Timelines

1. Assurance that this contract will not result in a conflict of interest.

OSAM Inc insures that there is no conflict of interest

2. The vendor shall describe their implementation methodology and include a work plan describing the tasks and timeline involved in implementing their system. ACC has a total of 23 employees who will require training on the system, the vendor must be able to provide pre and post on-site training visits to ensure successful implementation and training.

Below are samples of OSAM Inc. Implementation Plans and a Project schedule. OSAM Inc. will work with Pinal County to establish pre and post training as required by Pinal County. OSAM Inc. will also give recommendations for training both pre and post implementation.

#### Sample Implementation Plan

##### 1. Project Awarded to OSAM

###### Task Description:

Written notification shall be provided by Pinal County of America (hereinafter "Customer") to OSAM Document Solutions (hereinafter "Vendor"), informing the vendor that they have officially been awarded the "AP Automation and Document Management System" contract.

###### Participants:

Pinal County of America Project Team

###### Estimated Time to complete:

1 – 2 months, depending on customer evaluation period

##### 2. Project Kick-off Meeting

###### Task Description:

A formal project kick-off meeting is scheduled to define the following:

- Formal Project Plan
- Customer Team Members/Roles
  - Project Manager
  - Project Team
  - Primary Technical Contacts
    - System Administrator(s)
    - Hardware Support
    - Software Support
    - Network Support
  - Primary End User Contacts
    - Departmental Administrator(s)
    - Scan Operators
    - End Users
- Vendor Team Members/Roles
  - Project Manager
  - Project Team
  - Primary technical contacts
    - Installer

- Programmer/Developer
  - Trainer
- Project Timelines
  - Start Date
  - Implementation Milestones
    - Roles
    - Participants
    - Timelines
  - Project Timeline
  - Proposed Go-live Date

Participants:

Pinal County of America Project Team  
OSAM Project Team

Estimated Time to complete:

½ day

### 3. Formal System/Workflow Discovery Process

Task Description:

The formal System Discovery Process is meant to convert RFP requirements into a working Project Management plan. The vendor will utilize documentation provided with the RFP, as well as the vendor response to manage this discovery process, and formalize the business process requirements. This initial stage will provide the vendor with all information required to develop a Final Statement of Work, Functional Specification, and a detailed Project Plan. It includes formalizing the following primary requirements:

- Hardware Requirements
  - Servers
  - PC's
  - Scanners
  - Storage Hardware
  - Disaster Recovery
    - Redundancy
- Software Requirements
  - Capture Software
    - Number of licenses
    - Deployment locations
  - ECM/EDM Software
    - Number of licenses
    - Deployment locations
  - Operating Software
    - Servers
    - Scan Stations
    - User Workstations
  - Back-up Software/Routines
- Application Requirements
  - Disk Groups
  - Document Type Groups
  - Document Types

- Keywords (Indexes)
- Custom Queries
- Capture Requirements
  - Scan Queues/Import Processes
    - Scanning Requirements
    - Indexing Requirements
      - Intelligent capture
      - Integration points
- COLD Processes (EDI)
- Import Processes (Fax)
- Other Capture Requirements
- Print/Fax/Email Requirements
- Reporting
- User Groups/Rights
- Users/Rights
- Access Requirements
  - Thick Client
  - Web Access
  - Integration
- Workflow Discovery
  - Review Existing Processes
  - Develop Formal Objectives
  - Define Proposed Business Processes
    - Workflow Lifecycle(s)
    - Workflow Queue(s)
    - Routing Requirements
    - Reviewers
    - Business Rules
    - Business Actions
    - User Work
    - Notifications
    - Timers
    - Participants
    - Reporting
  - Document Findings
  - Review Requirements
  - Develop Functional Specification and Statement of Work
- Training Plan
  - Administrators
  - Scan Operators
  - End Users
  - Super Users

**Participants:**

Pinal County of America Project Team  
OSAM Project Team

**Estimated Time to complete:**

4 – 7 days

**4. Develop and Deliver Functional Specification, Statement of Work, and Project Schedule****Task Description:**

OSAM will utilize the information gathered during the Formal Discovery Phase to create 3 primary documents for review, approval and signature by the customer.

- **Functional Specification** – This document defines the system in great deal including all requirements documented during System Discovery related to hardware, software, system architecture, application requirements, user communities, capture requirements, training plans, workflow business process, and the like. The document provides a detailed description of the solution as it will be implemented in Phase I.
- **Statement of Work** – This document clearly defines the scope of services to be provided by the vendor as part of Solution Deployment. It serves as the contractual document for actual services performed by the vendor on behalf of the customer.
- **Project Schedule** – The Project Schedule provides a detailed work plan for solution deployment. This includes the following primary attributes:
  - Project Tasks
    - Task Description
    - Requirements
      - Customer
      - Vendor
  - Project Timelines
    - Start Dates
    - Estimated Duration
    - Completion Dates
  - Participants
    - Roles
    - Responsibilities

The Project Schedule is updated weekly throughout the deployment process to reflect any changes in scheduling, change orders, or adjustments that may be initiated during solution deployment.

**Participants:**

OSAM Project Team

**Estimated Time to complete:**

2 weeks

**5. Approval and Execution of documentation from Customer****Task Description:**

Revise, update, approve, and execute all documentation provided as part of Step 4. This step will be coordinated by the Vendor Project Manager in conjunction with the Customer Project Manager. Other participants may include contract or legal personnel from both parties.

**Participants:**

OSAM Project Manager

Pinal County of America Project Manager

Additional contract negotiators as required by both parties

Estimated Time to complete:

2 weeks

## 6. Solution Deployment

Task Description:

This is the solution deployment stage, which includes the following primary milestones:

- Hardware Installation
  - Customer Installed Hardware
    - Scanners
  - Vendor Installed Hardware
    - Servers
    - Workstations
- Core Software Installation
  - Customer Installed Software
    - Core OnBase Software
    - Capture Software
    - Web Server
  - Vendor Installed Software
    - Operating Software
    - Database Software
    - Back-up Software
- Application Development/Testing
  - Create OnBase Disk Group(s) for file storage
  - Create Document Type Groups and applicable Document Types
  - Create OnBase Keywords
  - Create OnBase Folders and Custom Queries (if applicable)
  - Create Capture Routines
    - Scanning
    - Indexing
    - QC
    - Input
  - Create OnBase User Groups and Users
    - Access rights
    - Functional Privileges
    - Product Rights
    - Processing Rights
    - Administrative Rights
- End User Software Deployment
  - Scanning Workstations
  - Client Workstations
    - Thick Client
    - Web Client
  - Admin Workstations
- System Training (Vendor also provides Training Manuals for all three groups)
  - System Admin Training
    - Overall System Architecture
    - Installing Client Software
    - System Maintenance
    - Creation of Document Type Groups/Doc Types/Keywords

- Creation/Modification of User Groups and Users
  - Creating Scan Queues
  - Performing Retrievals
  - Performing User Functions
  - Training End Users
  - Training Scan Operators
- Scan Operator Training
  - Document Preparation
  - Batching
  - Scanning
  - Indexing/Index Validation
  - Image QC
  - Re-Indexing Documents
  - Replacing/Adding Pages/Documents
  - Deleting Pages/Documents
- End User Training
  - Document Retrievals
    - View
    - Print/Fax/Email
    - Annotations/Mark-ups
    - System Navigation
    - Reporting
    - Processing
    - Import/Export
- Workflow Deployment
  - Create Workflow Lifecycle(s)
  - Create Work Queues
  - Configure System Work
  - Configure User Work
  - Configure Timers
  - Configure Notifications
  - Define User/Group workflow rights
  - Test Initial Build
  - Modifications to Initial Build
  - Workflow Administrator Training
    - Lifecycle Navigation/Administration
    - Queue Management/Administration
    - Task Execution
    - User Interaction
    - Notifications
    - Timers
    - Load Balancing
    - Re-assignment of Tasks
    - Workflow Optimization
  - Workflow End User Training
    - Entering Workflow
    - Queue Management
    - Task Execution
    - User Interaction
    - Timelines

- Notifications

Participants:

OSAM Installation Team  
System/Workflow Administrator(s)  
Scan Operators  
End Users  
Workflow End Users

Estimated Time to complete:

3 – 4 weeks

**7. Detailed Internal Testing – System Usage**Task Description:

During this stage the customer will work with the installed system for a period of 2 weeks to test all facets of capture, retrieval, workflow, overall functionality, accessibility, administration, back-up, and the like. This phase is meant to provide the customer with an opportunity to work closely with the system so that user requested changes/modifications can be made prior to taking the system live.

Participants:

System/Workflow Administrator(s)  
Scan Operators  
End Users  
Workflow End Users

Estimated Time to complete:

2 weeks

**8. Final System Modifications (If Required)**Task Description:

During this stage the vendor will make any user initiated changes to the installed solution prior to going live. All changes that fall within the approved Functional Specification and Statement of Work are performed at no cost to the customer. Any changes outside the original Functional Specification and Statement of Work may result in a Change Order, including applicable change fees.

Participants:

OSAM Installers

Estimated Time to complete:

2 days

**9. Final Scan Operator/End User Training**Task Description:

During this stage the vendor will perform follow-up training for Administrators, Scan Operators, and End Users. This training is meant to assure the customers satisfaction in utilizing and



understanding the deployed solution. It includes a condensed version of the initial training, focusing primarily on areas that need additional hands-on training.

Participants:

System/Workflow Administrator(s)

Scan Operators

End Users

Workflow End Users

Estimated Time to complete:

2 days

**10. System Go-Live**

Task Description:

At this final stage the system goes into live production. The vendor will provide phone and on-site support for a period of 5 business days, as required during the initial go-live period. After the initial 5 day period the system goes into support mode, falling under the terms and conditions of the annual Software/Hardware Maintenance Agreement.

Participants:

OSAM Installers

System/Workflow Administrator(s)

Scan Operators

End Users

Workflow End Users

Estimated Time to complete:

5 days

**Sample Project Schedule:**

See next 3 pages (insert Sample Project Schedule.pdf)

Task Name	Duration	Start	Finish	May 2008	June 2008	July 2008
Receive Signed Purchase Order	1 day	Mon 4/21/08	Mon 4/21/08	Coconino County Purchasing		
Initial System Configuration	1.7 days	Thu 5/29/08	Fri 5/30/08			
Move OnBase onto new Server	1 day	Thu 5/29/08	Thu 5/29/08			
License new Software	0.2 days	Fri 5/30/08	Fri 5/30/08			
Install Web Server	0.5 days	Fri 5/30/08	Fri 5/30/08			
Configure New Disk Groups	0.2 days	Thu 5/29/08	Thu 5/29/08			
Configure New Doc Type Groups, Document Types, and Keywords	1 day	Thu 5/29/08	Fri 5/30/08			
Configure New Custom Queries	0.2 days	Thu 5/29/08	Thu 5/29/08			
Configure New Users/User Groups	0.2 days	Thu 5/29/08	Thu 5/29/08			
Configure new scan queues	0.5 days	Thu 5/29/08	Thu 5/29/08			
Configure print queues, if applicable	0.1 days	Thu 5/29/08	Thu 5/29/08			
Upgrade Assessors Current Environment	0.5 days	Thu 5/22/08	Thu 5/22/08			
New Mexico Server Upgrade	2 hrs	Thu 5/22/08	Thu 5/22/08			
Upgrade Assessor PC's	2 hrs	Thu 5/22/08	Thu 5/22/08			
Denver Web Server Upgrade	2 hrs	Thu 5/22/08	Thu 5/22/08			
Upgrade EDMS Server Structure	0.13 days	Thu 5/22/08	Thu 5/22/08			
Web Server Upgrade	1 hr	Thu 5/22/08	Thu 5/22/08			
Sql Server Upgrade	1 hr	Thu 5/22/08	Thu 5/22/08			
Move Assessors Production Environment	8.55 days	Wed 5/28/08	Mon 6/9/08			
Confirm that all users are logged out prior to start - Wednesday night	10 mins	Wed 5/28/08	Wed 5/28/08			
Confirm Batch Commits	10 mins	Wed 5/28/08	Wed 5/28/08			
Copy Disk Groups - Wednesday night	3 hrs	Wed 5/28/08	Wed 5/28/08			
Verify that NTFS Permissions have propagated to new files	15 mins	Wed 5/28/08	Wed 5/28/08			
Back Up Sql Database	15 mins	Thu 5/29/08	Thu 5/29/08			
Restore Database to EDMSD01	15 mins	Thu 5/29/08	Thu 5/29/08			
Run Re-create DB Users	15 mins	Thu 5/29/08	Thu 5/29/08			
Re-configure Disk Group Locations	15 mins	Thu 5/29/08	Thu 5/29/08			
Test Connection to Thick Client	30 mins	Thu 5/29/08	Thu 5/29/08			
Update License Certificate - Including New Modules	30 mins	Thu 5/29/08	Thu 5/29/08			
Test Connection to Web Client	1 hr	Thu 5/29/08	Thu 5/29/08			
Set up local account for disk group access from Public Access Server to EDMSD01	30 mins	Thu 5/29/08	Thu 5/29/08			
Point Public Access Server to new EDMSD01	30 mins	Thu 5/29/08	Thu 5/29/08			
Test Connection to Public Access Server	30 mins	Thu 5/29/08	Thu 5/29/08			
Configure Copy 2 to write to New Mexico Server for Assessors Disk Groups	15 mins	Thu 5/29/08	Thu 5/29/08			
Set up Distributed Disk Services and Test	2 hrs	Thu 5/29/08	Thu 5/29/08			
Reconfigure Desktops to point at new production box	3 hrs	Thu 5/29/08	Thu 5/29/08			
Monitor New Production Environment	7 days	Thu 5/29/08	Mon 6/9/08			
Configure Fail-Over Environment	2 days?	Mon 6/9/08	Wed 6/11/08			
Create Two Backup Devices on the Production Server	2 days	Mon 6/9/08	Wed 6/11/08			
Create a Linked Server	1 day?	Mon 6/9/08	Tue 6/10/08			
Create Stored Procedures to Restore Data	1 day?	Mon 6/9/08	Tue 6/10/08			
Create the Backup Jobs on the Production Server	1 day?	Mon 6/9/08	Tue 6/10/08			
Database Backup Job - Truncate the transaction log	1 day?	Mon 6/9/08	Tue 6/10/08			
Transaction Log Backup Job	1 day?	Mon 6/9/08	Tue 6/10/08			
Backup the transaction log onto its backup device	1 day?	Mon 6/9/08	Tue 6/10/08			
Call a DOS batch file that will make a timestamp copy of the transaction log before it is applied	1 day?	Mon 6/9/08	Tue 6/10/08			
Fire the stored procedure on the standby server that is used to restore the transaction log on the standby server	1 day?	Mon 6/9/08	Tue 6/10/08			
Phase 1 - City Court	55.5 days	Tue 4/15/08	Tue 7/1/08			
Configure OnBase Application(s) - see notes	3 hrs	Fri 5/30/08	Fri 5/30/08			
Test Applications	1 hr	Fri 5/30/08	Fri 5/30/08			
Install Scanners and associated software	0.5 days	Fri 6/6/08	Fri 6/6/08			
Scan Operator Training	0.5 days	Mon 6/9/08	Mon 6/9/08			
End User Training	1 day	Mon 6/9/08	Mon 6/9/08			
Application Testing	5 days	Mon 6/9/08	Mon 6/16/08			
Application Changes - If Required	0.5 days	Tue 6/10/08	Tue 6/10/08			
Final Application Testing and Training - If Required	1 day	Mon 6/16/08	Tue 6/17/08			
Workflow Technical Design	4 days	Tue 4/15/08	Fri 4/18/08			
Workflow Functional Specification Generation	3 days	Mon 4/21/08	Wed 4/23/08			
Workflow Development - Fines and Payments	12 days	Thu 5/15/08	Fri 5/30/08			
Workflow Deployment and Testing	10 days	Mon 6/2/08	Fri 6/13/08			

Project: Coconino County Deployment  
Date: Mon 6/9/08

Task		Rolled Up Milestone		Rolled Up Split	
Progress		Rolled Up Progress		External Milestone	
Milestone		External Tasks		Deadline	
Summary		Project Summary			
Rolled Up Task		Split			

Task Name	Duration	Start	Finish	May 2008	June 2008	July 2008
Need Aztec hooks for Warrant Creation - will work with IT	2 days	Mon 6/2/08	Tue 6/3/08			
Testing, Modification, and Approval	8 days	Wed 6/4/08	Fri 6/13/08			
Workflow User Initial Training	0.5 days	Mon 6/16/08	Mon 6/16/08			OSAM and W
Workflow Acceptance Initial Testing	5 days	Mon 6/16/08	Mon 6/23/08			Workflow
Workflow/System Modification per testing results	2 days	Mon 6/23/08	Wed 6/25/08			OSAM
User Acceptance Final Testing	1 day	Wed 6/25/08	Thu 6/26/08			Workflow
System Admin Initial Training	1 day	Thu 6/26/08	Fri 6/27/08			OSAM and
Go Live Support	2 days	Fri 6/27/08	Tue 7/1/08			OSAM a
<b>Phase 1 - Superior Court</b>	<b>54.5 days</b>	<b>Tue 4/15/08</b>	<b>Mon 6/30/08</b>			
Configure OnBase Application(s) - see notes	1 hr	Fri 5/30/08	Fri 5/30/08			OSAM
Test Applications	1 hr	Fri 5/30/08	Fri 5/30/08			OSAM
Install Scanners and associated software	0.5 days	Fri 6/6/08	Fri 6/6/08			OSAM and Coc
Scan Operator Training	0.5 days	Mon 6/9/08	Mon 6/9/08			OSAM and Indl
End User Training	1 day	Mon 6/9/08	Mon 6/9/08			OSAM and end
Application Testing	6 days	Mon 6/9/08	Mon 6/16/08			End Users a
Application Changes - If Required	0.5 days	Tue 6/10/08	Tue 6/10/08			OSAM
Final Application Testing and Training - If Required	1 day	Mon 6/16/08	Tue 6/17/08			OSAM and e
Workflow Technical Design	4 days	Tue 4/15/08	Fri 4/18/08	AM		
Workflow Functional Specification Generation	3 days	Mon 4/21/08	Wed 4/23/08	SAM		
Workflow Development - Case File Requests	5 days	Mon 6/2/08	Fri 6/6/08			OSAM
Workflow Deployment and Testing	5 days	Mon 6/9/08	Fri 6/13/08			OSAM
Workflow User Initial Training	0.5 days	Mon 6/16/08	Mon 6/16/08			OSAM and W
Workflow Acceptance Initial Testing	5 days	Mon 6/16/08	Mon 6/23/08			Workflow
Workflow/System Modification per testing results	2 days	Mon 6/23/08	Wed 6/25/08			OSAM
User Acceptance Final Testing	1 day	Wed 6/25/08	Thu 6/26/08			Workflow
Go Live Support	2 days	Thu 6/26/08	Mon 6/30/08			OSAM a
<b>Phase 1 - Purchasing</b>	<b>71 days</b>	<b>Tue 4/15/08</b>	<b>Tue 7/22/08</b>			
Configure OnBase Application(s) - see notes	1 hr	Mon 6/30/08	Mon 6/30/08			OSAM
Test Applications	1 hr	Mon 6/30/08	Mon 6/30/08			OSAM
Install Scanners and associated software	0.5 days	Mon 6/30/08	Tue 7/1/08			OSAM a
Scan Operator Training	0.5 days	Tue 7/1/08	Tue 7/1/08			OSAM a
End User Training	1 day	Tue 7/1/08	Wed 7/2/08			OSAM a
Application Testing	5 days	Wed 7/2/08	Wed 7/9/08			End
Application Changes - If Required	0.5 days	Wed 7/9/08	Thu 7/10/08			OSA
Final Application Testing and Training - If Required	1 day	Thu 7/10/08	Fri 7/11/08			OSA
Workflow Technical Design	4 days	Tue 4/15/08	Fri 4/18/08	AM		
Workflow Functional Specification Generation	3 days	Mon 4/21/08	Wed 4/23/08	SAM		
Workflow Development - Contract Management	3 days	Thu 6/26/08	Tue 7/1/08			OSAM
Workflow Deployment and Testing	5 days	Tue 7/1/08	Tue 7/8/08			OSAM
Workflow User Initial Training	0.5 days	Tue 7/8/08	Tue 7/8/08			OSA
Workflow Acceptance Initial Testing	5 days	Wed 7/9/08	Tue 7/15/08			Wo
Workflow/System Modification per testing results	2 days	Wed 7/15/08	Thu 7/17/08			OS
User Acceptance Final Testing	1 day	Fri 7/18/08	Fri 7/18/08			W
Go Live Support	2 days	Mon 7/21/08	Tue 7/22/08			O
<b>Phase 1 - Board of Supervisors</b>	<b>88.5 days</b>	<b>Tue 4/15/08</b>	<b>Fri 8/15/08</b>			
Configure OnBase Application(s) - see notes	4 hrs	Mon 6/30/08	Mon 6/30/08			OSAM
Test Applications	2 hrs	Tue 7/1/08	Tue 7/1/08			OSAM
Install Scanners and associated software	0.5 days	Tue 7/1/08	Tue 7/1/08			OSAM a
Scan Operator Training	0.5 days	Tue 7/1/08	Wed 7/2/08			OSAM a
End User Training	1 day	Wed 7/2/08	Thu 7/3/08			OSAM
Application Testing	5 days	Thu 7/3/08	Thu 7/10/08			End
Application Changes - If Required	0.5 days	Thu 7/10/08	Thu 7/10/08			OSA
Final Application Testing and Training - If Required	1 day	Thu 7/10/08	Fri 7/11/08			OSA
Workflow Technical Design	4 days	Tue 4/15/08	Fri 4/18/08	AM		
Workflow Functional Specification Generation	3 days	Mon 4/21/08	Wed 4/23/08	SAM		
Workflow Development - Agenda Management	10 days	Thu 6/26/08	Thu 7/10/08			OSA
Workflow Deployment and Testing	10 days	Thu 7/10/08	Thu 7/24/08			
Workflow User Initial Training	1 day	Thu 7/24/08	Fri 7/25/08			
Workflow Acceptance Initial Testing	10 days	Fri 7/25/08	Fri 8/8/08			
Workflow/System Modification per testing results	2 days	Fri 8/8/08	Tue 8/12/08			
User Acceptance Final Testing	1 day	Tue 8/12/08	Wed 8/13/08			

Project: Cocchino County Deployment  
Date: Mon 6/9/08

Task		Rolled Up Milestone		Rolled Up Split	
Progress		Rolled Up Progress		External Milestone	
Milestone		External Tasks		Deadline	
Summary		Project Summary			
Rolled Up Task		Split			

Task Name	Duration	Start	Finish	May 2008	June 2008	July 2008
				May	Jun	Jul
Go Live Support	2 days	Wed 8/13/08	Fri 8/15/08			
Phase 1 - Public Fiduciary	14.5 days	Mon 7/14/08	Fri 8/1/08			
Configure OnBase Application(s) - see notes	4 hrs	Mon 7/14/08	Mon 7/14/08			
Test Applications	2 hrs	Mon 7/14/08	Mon 7/14/08			
Install Scanners and associated software	0.5 days	Tue 7/15/08	Tue 7/15/08			
Scan Operator Training	0.5 days	Tue 7/15/08	Tue 7/15/08			
End User Training	1 day	Wed 7/16/08	Wed 7/16/08			
Application Testing	10 days	Thu 7/17/08	Wed 7/30/08			
Application Changes - If Required	0.5 days	Thu 7/31/08	Thu 7/31/08			
Final Application Testing and Training - If Required	1 day	Thu 7/31/08	Fri 8/1/08			

OS  
OS  
OS  
OS  
OS

Project: Coconino County Deployment  
Date: Mon 6/9/08

Task   
Progress   
Milestone   
Summary   
Rolled Up Task

Rolled Up Milestone  
Rolled Up Progress  
External Tasks  
Project Summary  
Split

Rolled Up Split  
External Milestone  
Deadline

3. Contracts -- The vendor shall provide a list of any agencies that have ceased using the application software, contracts that have been terminated by other agencies and any lawsuits, or litigation that is pending.

Non of the above are applicable.

4. Agreements -- The vendor must include any sample contracts, such as licensing agreements and support agreements if required for purchase of the software.

Pinal County already has an End User License Agreement Established with Hyland.

OSAM Inc. Maintenance Agreements:

**OSAM MAINTENANCE/SUPPORT AGREEMENT**

This Agreement is made and entered into as of \_\_\_\_\_ 20\_\_\_\_, by and between OSAM Document Solutions, Inc., an Arizona corporation, with its principal offices at 3520 North 16<sup>th</sup> Street, Phoenix, Arizona 85016 ("Service Provider"), and the company, person or entity executing this Agreement as the "Licensee" in the space provided below ("Licensee"):

Licensee's Business Name: Pinal County

Licensee's Primary Contact: Doyle Johnson

Address: Admin Bldg 31 N. Pinal St.

P.O. box 1408

City: Florence State: AZ Zip: 85232

Phone:

Fax:

Email Address: Doyle.Johnson@co.pinal.az.us

**RECITALS:**

- A. Service Provider is an authorized Associate Reseller of Hyland Software, Inc., the Software Development Company ("SDC"). Service Provider has marketed several SDC OnBase<sup>®</sup> Information Management System software modules to Licensee;
- B. Licensee has licensed that software pursuant to the terms of an OnBase<sup>®</sup> End User License Agreement;
- C. Licensee desires to obtain, and Service Provider is willing to provide, maintenance and technical support services for those software modules and the delivery and installation of SDC's generally released upgrades and enhancements to that software;

NOW, THEREFORE, the parties mutually agree as follows:

**1. DEFINED TERMS.**

The following capitalized terms have the meanings set forth below whenever they are used in this Agreement:

- A. Documentation. "Documentation" means electronic on-line material, including user manuals, provided by SDC for the Software that relate to the functional, operational, or performance characteristics of the Software.
- B. Error. "Error" means any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the current Documentation provided by SDC.

- C. EULA. "EULA" means the OnBase® End User License Agreement executed by Licensee to obtain a license to several SDC software modules and any written amendments and modifications to that Agreement that are binding on Licensee.
  - D. Hardware. "Hardware" includes the equipment listed in the Hardware Agreement in Exhibit B, as amended from time to time to include new equipment purchased after the execution of this Agreement, under the "Covered Equipment" section of this Agreement, if any.
  - E. Holidays. "Holidays" means the days set aside as holidays by the State of Arizona in A.R.S. §1-301, as amended from time to time.
  - F. Maintenance Services. "Maintenance Services" means all professional services provided under this Agreement by Service Provider from the hours of 8:00 a.m. to 5:00 p.m. (Mountain Standard Time, non-daylight savings), Monday through Friday in assisting Licensee in identifying bugs in the Software (as defined below) to be fixed by installing upgrades and enhancements to the Software. The Service provider will provide the Maintenance Services described in Section 2(d) and Section 2 (g).
  - G. Software. "Software" means: (1) the current release of the computer software licensed by Licensee from SDC under the EULA and listed in Exhibit A attached; (2) a new version of that computer software Service Provider has delivered to Licensee as an Upgrade or Enhancement; (3) the version of that computer software last released by SDC prior to the current released version. "Software", however, will not include: any version of that computer software that SDC does not support; (4) any future modules of the computer software added after the execution of this Agreement and listed in the subsequent, amended Exhibit A.
  - H. Support Services. "Support Services" means services provided by Service Provider from the hours of 8:00 a.m. to 5:00 p.m. (Mountain Standard Time, non-daylight savings), Monday through Friday, consisting of assisting in the resolution of Licensee's errors in use of the software, responding to Licensee's questions on the use of the Software, providing help-desk services, helping Licensee augment its use of the System, by, for example, adding new document types, applications, or indexing capabilities, but will not include any alteration or modification of the Software. All Support Services are billable and Licensee may pre-purchase blocks of hours for said services.
  - I. Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes, and additions to the Software that SDC commercially releases to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Software; provided, however, that the foregoing will not include new, separate product offerings, new modules, re-platformed Software, or new functionality.
2. **MAINTENANCE AND SUPPORT SERVICES**
- A. Generally. Service Provider will promptly after receipt of proper written or electronic mail notice from Licensee, in accordance with Section 4(c) of this Agreement and Service Provider's current Error reporting procedures: (1) use its best efforts to correct any properly reported Error(s) in the Software confirmed by SDC in the exercise of their commercially reasonable judgment; and (2) upon the request of Licensee, provide technical support and assistance and advice related to the operation and use of the Software by Licensee. Service Provider will report the suspected Error to SDC for confirmation. Service Provider will attempt to correct confirmed Errors reasonably promptly after receiving confirmation from SDC of the Error.
  - B. Availability of Maintenance Services and Support Services. Service Provider will provide Maintenance Services and Support Services during the hours of 8 a.m. to 5 p.m., Mountain Standard Time, non-daylight savings, Monday through Friday, excluding Holidays ("normal hours"). Licensee understands that Service Provider will first attempt to resolve any problem by telephone. Service Provider will next attempt to resolve the problem remotely. Service Provider will only be required to provide on-site Maintenance Services and/or Support Services in accordance with Sections 2(b) and 2(e) after telephone and remote support have not resolved the problem. If Licensee experiences an emergency situation outside of normal hours, Licensee may contact SDC 24 hours per day, seven days per week, by calling SDC's regular telephone Maintenance Services number and using SDC's after hours paging system. SDC or Service Provider reserves the right to notify Licensee that it is making unauthorized (i.e., not in an emergency situation) or excessive use of after-hours Maintenance Services and to terminate the provision of after-hours Services, unless Licensee pays Service Provider or SDC for continued after-hours Services at the rate of \$150.00 per hour (with a minimum charge of one hour per call). Licensee may be informed at the time of a call if that call is considered an unauthorized or excessive use call (and will be

informed of the reasons supporting such determination) and Licensee will have the opportunity to terminate the call and delay Maintenance Services and/or Support Services until normal hours on the next business day.

- C. Service Provider and SDC Access. Licensee acknowledges and agrees that Service Provider and SDC require on-line access to the Software installed on Licensee's systems in order for Service Provider and SDC to provide Maintenance and Support Services. To provide the necessary access, Licensee will install and maintain, at Licensee's sole cost and expense, a virtual private network (VPN) connection to facilitate Service Provider's on-line Maintenance Services and/or Support Services.
- D. Response to Failures, Access Problems and Errors. Licensee providing Service Provider with a written Error Report is a prerequisite to Service Provider's responding to system failures, access problems, performance failures, and Errors. The Error Report must include a written or electronic mail explanation of the software routines employed when the problem occurred, and any available documentation of the Error, including, but not limited to, screen prints of all system errors, error messages, time of error, and any other information Service Provider reasonably requires. Reasonably promptly after Service Provider receives the Error Report, Service Provider will cooperate with Licensee in assigning an appropriate level and time of response to the situation and Service Provider personnel to assist Licensee in solving the problem. The levels of problems, response times, and descriptions of the response for the levels of problem are described in the following subparagraphs of this sub-section (d):
- (1) Level I
- a. Definition. Complete system failure and/or critical business function failure.
- b. Response. Service Provider will respond within two working hours after the later of receipt of the Error Report and agreement that this Level of response is needed and will assign resources within four working hours with Service Provider Professional Services Staff (hereinafter PSS) involvement until resolution. If hardware fails Service Provider will provide PSS support within two working hours after Licensee's Servers become operational.
- (2) Level II
- a. Definition. No system failure, but Licensee-users are unable to access or execute critical system functions.
- b. Response. Service Provider PSS will respond to Licensee within four working hours of receipt of the Error Report and agreement to this Level and will use best efforts to restore access within three working days.
- (3) Level III
- a. Definition. Application not performing per documentation but Licensee user can perform basic job functions with alternate procedures.
- b. Response. Service Provider will respond within one working day of Service Provider's receipt of the Error Report. Service Provider will provide fixes within a reasonable time and Licensee will be informed when fixes will be provided.
- E. On-Site Services. Upon Licensee providing remote access and a reasonable written request following Service Provider's reasonable efforts to resolve the problems by telephone or remotely, and submission of an Error Report. Service Provider will provide on-site Maintenance Services at Licensee's facilities in connection with the correction of any Error(s) involving a critical function of the Software that is not functioning in a production environment On-site Maintenance Services and/or Support Services will commence as soon as feasible, after Service Provider receives the Error Report, but in no event more than two business days after Service Provider's receipt of the Error Report. "Licensee may purchase additional on-site Support Service, if desired, in accordance with Section 5(c).
- F. Improper Maintenance or Use. Service Provider is not responsible for providing, or obligated to provide, Maintenance Services and/or Support Services or Upgrades and Enhancements under this Agreement if: (1) the Software has been altered, revised, changed, enhanced or modified in any manner that was not authorized in writing in advance by SDC; (2) the Error has been previously corrected by Service Provider or SDC; (3) the Error or problems have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third-party software (other than third-party software bundled with the Software by SDC), hardware or any system or networking utilized by Licensee; (4) the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (5) any party other than Service Provider or SDC has

provided any services in the nature of Maintenance Services and/or Support Services to Licensee with respect to the Software.

G. Hardware.

(1) Terms And Conditions

- a. Service on equipment listed in the Covered Equipment section of this agreement may be obtained during normal business hours (8:00 a.m. to 5:00 p.m. M.S.T. non-daylight) Monday through Friday excluding holidays. Service requested for hours other than OSAM's normal business hours, if agreed upon by OSAM, will be charged at one and one half times our normal hourly rate. IT IS UNDERSTOOD that the listed equipment at the date hereof is in good operating condition.
- b. This agreement may not be transferred by the customer without prior written consent of OSAM. In the event any equipment is moved to a location in a different zone, there will be an appropriate adjustment in the annual rate for such service in that zone. OSAM must be notified in writing whenever the geographical location of the equipment is changed.
- c. In the event that additional accessory items are ordered for installation on or in conjunction with the equipment specified on the face of this Agreement, the Maintenance charge for the accessory(ies) will be prorated at the maintenance rates then in effect and billed to the Customer. Each add-on accessory will carry the same terms and conditions as the equipment on the face of this agreement.

(2) Description of Maintenance

- a. Corrective Maintenance - Repair of worn and/or defective parts will be performed as scheduling permits and OSAM will maintain a 4 business hour response time from receipt of call during OSAM's normal business hours, unless otherwise noted.
- b. Preventative Maintenance - P.M. inspections shall be performed twice a year. Unless otherwise noted.
- c. Replacement of Parts - When necessary to insure proper functioning of the equipment in accordance with the manufacturer's specifications, worn and/or defective parts other than operating/consumable (including lamps) supplies will be replaced by OSAM on an exchange basis without charge to the customer for the parts or the labor involved in the replacement.

(3) Maintenance Exclusions

- a. The furnishing or delivery of operating supplies including, but not limited to; drums, toner, lamps, and drives, unless otherwise noted.
- b. Magneto-Optical, CD or Hard Disk Drives.
- c. Broken, bent or damaged parts.
- d. Performing services connected with the relocation of equipment.
- e. Operator responsible maintenance as outlined by the manufacturer in their operator's manual.
- f. Equipment overhauls, rebuilds and parts replacement during these overhauls. When OSAM determines that an overhaul or rebuild is necessary for the normal operation of the equipment, OSAM shall submit an estimate to the customer for approval.
- g. Replacement of equipment or software due to non-repairable circumstances.
- h. No equipment or accessories, not listed on Maintenance Invoice.
- i. Time spent troubleshooting, repair or replacement of parts necessitated by any of the following: (1) Accident, misuse, abuse or operator error (2) Use of operating supplies other than those approved by manufacturer of equipment, including remanufactured toner cartridges other than purchased from OSAM or other manufacturer approved source. (3) Improper operation of the equipment (4) Acts of third parties (5) Acts of nature (6) Alteration of the equipment (7) Overuse of equipment (see Manufacturer recommendations).
- j. As a courtesy we make an effort to provide loaner equipment, if available, but it is not a provision of this contract and therefore is not guaranteed.

- (4) Termination. This agreement shall become effective on its date and shall remain in force for a period of one year and automatically renews from year to year thereafter unless terminated by either party upon written notice given to the other party at least 30 days prior to the end of



the first or any subsequent year. In the event the Customer breaches the Maintenance Agreement prior to the end of the initial 12 month Agreement period, the Customer will not be eligible for any refunds of the balance of the Agreement. Any such notice given to OSAM or the Customer shall be given to the other at the address shown on this Agreement and shall be deemed delivered when properly addressed letter containing such notice, postage prepaid, by post-marked date.

- (5) Contingencies. OSAM shall not be responsible for failure to render service due to causes beyond its control, including but not limited to; work stoppages, fires, civil disobedience's, riots, rebellions, acts of God and similar occurrences.
- (6) Liability for Injury or Damage. OSAM shall not be liable for any injury to the Customer's personnel or property arising from its ownership or use of equipment maintained by OSAM unless such injury or damage is a direct result of negligence on the part of OSAM. Furthermore, OSAM shall not be liable for any loss or damage caused by delays or other circumstances in rendering maintenance service hereunder, and OSAM shall not be liable for indirect or consequential damages caused by its failure to timely render service due to strikes, fires, flood, and other causes beyond its control, nor where the equipment is damaged due to negligence or misuse by the Customer. OSAM assumes no responsibility for loss of stored memory. OSAM reserves the right to examine equipment prior to any renewal of this Agreement; and in the event machines(s) require overhauling, an estimate will be submitted for customer's approval before the work is started.
- (7) Terms. The price and provisions are void 30 days from date of issue, if payment has not been received.
- (8) Charge Call Warranty. When repair for your equipment and or software is performed by an OSAM technician, the work including parts and labor is warranted for thirty days provided that the following terms are met:
  - i. The warranty repair is a result from the same problem or due to a previous repair having been performed no longer than 30 days prior. In the event that the equipment or software is being used during double and triple shifts, the repair warranty will be prorated to twenty and ten days respectively.
  - ii. The equipment is being used according to the manufacturers' specifications.
  - iii. The warranty repair is not a result of operator error, training issues or any reason listed above under "Maintenance Exclusions".

### 3. UPGRADES AND ENHANCEMENTS.

- A. Obligation to Provide Upgrades and Enhancements. In accordance with SDC's then current policies, Service Provider will timely provide to Licensee all Upgrades and Enhancements to the Software released by SDC during the term of this Agreement. Licensee acknowledges and agrees that SDC has the right, at any time, to change: (1) the specifications and operating characteristics of the Software and (2) SDC's policies respecting Upgrades and Enhancements and their release to end users. Any Upgrades and Enhancements to the Software and Documentation are proprietary to SDC, are the sole and exclusive property of SDC, and are subject to all of the restrictions, limitations and protections of the EULA. All rights to patents, copyrights, trademarks, other intellectual property rights, applications for those rights and trade secrets in the Software and Documentation and any Upgrades and Enhancements are the exclusive property of SDC.
- B. Completion of Upgrade. Service Provider's obligation to complete the Upgrade ends after Service Provider notifies Licensee in writing or electronic mail that it has completed the Upgrade, and the Software and Upgrade operate without any Errors for 24 hours after that notification is given. Service Provider's services including the correction of Errors occurring after its obligation to complete the Upgrade has ended, will be part of its Maintenance and Support Services described in Section 2 and its sub-sections.

### 4. LICENSEE'S RESPONSIBILITIES

- A. Operation of the Software. Licensee acknowledges and agrees that it is solely responsible for the day-to-day operation, supervision, management and control of the Software, including, but not limited to, providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensee is solely

responsible for its data, its database, and for maintaining suitable backups of the data and database to prevent data loss if hardware or software malfunctions. Service Provider and SDC shall have no responsibility or liability for Licensee's selection or use of the Software or any hardware, third-party software or systems.

- B. Licensee's Implementation of Error Corrections and Upgrades and Enhancements. To maintain the integrity and proper operation of the Software, Licensee agrees to implement all Error corrections and Upgrades and Enhancements, in the manner instructed by Service Provider. Licensee's failure to properly implement any Error corrections or Upgrades and Enhancements relieves Service Provider of any responsibility or liability for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement. In no event will Licensee be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.
- C. Notice and Documentation of Errors. Licensee will provide Service Provider with written or electronic mail notices of any Errors containing the information to be included in the Error Report described in Section 2(d) and any other information required by Service Provider's policy for Error Reports in effect at the time Licensee discovers or learns of an Error.
- D. Access to Premises and Systems. During Licensee's normal business hours, Licensee will allow Service Provider, and if Service Provider retains SDC to assist, SDC reasonable access to and use of Licensee's premises, computer hardware, peripherals, Software and other software as may be necessary to diagnose and correct any Errors or to otherwise provide Maintenance Services and/or Support Services. Licensee will provide that access and use at no cost or charge to Service Provider or SDC.
- E. Copyright and Confidentiality. Licensee agrees that any software created and provided to Licensee by Service Provider is the property of Service Provider. Service Provider retains all rights to copyright and any other intellectual property rights with respect to that software. Licensee further agrees to maintain the confidentiality and not to disclose any of the source code, object code or documentation of that software to anyone and not to use any of that software for any purpose other than operating the Software modules provided under the EULA.

5. **FEES, PAYMENTS, CURRENCY AND TAXES.**

A. Annual Maintenance Fees.

- 1. General. Licensee will pay Service Provider Annual Maintenance Fees for the Software and Hardware in accordance with the Annual Maintenance Fee Schedule included in Exhibit A and Exhibit B, as amended from time to time to include new modules purchased after the execution of this Agreement, attached hereto. The Annual Maintenance Fee covers a block of time (a specified number of hours of Support Services) during the applicable time period. The number of hours that Licensee will receive in exchange for payment of the Annual Maintenance Fee is set forth in Exhibit A. Upon written notice to Licensee, Service Provider will adjust the Annual Maintenance Fee for the subsequent terms of this Agreement to be eighteen percent (18%) of the retail price of a module as charged by SDC. Service Provider will not have any obligation under this Agreement unless, and until, Licensee submits a written purchase order for this Agreement on Service Provider's form, in the amount of the initial annual maintenance fees simultaneously with Licensee's submission of its purchase order for the license of the Software under the EULA. Simultaneously with Service Provider's invoicing of Licensee for the license fees associated with the licensing of the Software under the EULA Service Provider will invoice Licensee for the initial annual maintenance fees for the period of the first full 12 months following the date SDC issues license codes for the Software to Licensee ("**Commencement Date**"). That invoice is payable within 30 days after the Commencement Date. Service Provider will invoice Licensee for subsequent annual maintenance fees at least 45 days before the end of the then-current term of this Agreement. If any term of this Agreement for which Annual Maintenance Fees are payable is less than 12 calendar months, the maintenance fees for that term will be the product of: (a) the Annual Maintenance Fee Service Provider charges for a full calendar year of service times (b) a fraction whose (i) numerator is the amount of full or partial calendar months remaining from the end of the then-current term of this Agreement through, and including the end of the calendar year in which the end of the then-current term of the Agreement occurs and whose

(ii) denominator is 12. The number of hours of Support Services purchased for that partial year will be the product of number of hours purchased initially times that fraction.

2. Time for Payment. Licensee will pay all invoices for Annual Maintenance Fees for the upcoming year in full on or before the last day of the then-current term of this Agreement. Licensee will pay the invoice for the maintenance fee for the period beginning on the anniversary of the Commencement Date and ending on the last day of the calendar year in which that anniversary occurs on, or before the date of that anniversary.

B. Time and Materials Charges. In addition to the Annual Maintenance Fee under Section 5(a), Licensee agrees to pay Service Provider's standard time-and-materials charges payable by end users who have not purchased a Software Maintenance/Support Agreement from Service Provider for services provided in response to Licensee's request for: (1) hours of Support Services beyond the number of hours Licensee initially purchases for that year or partial year, as the case may be; provided, however, that Licensee may purchase an additional block of hours by separate purchase order accepted by Service Provider in writing; (2) services that Service Provider is not obligated to provide under this Agreement, but which Service Provider agrees to provide in a signed writing, notwithstanding the provisions of this Agreement and particularly Section 2(f), (3) on-site Support Services in accordance with Section 2(e), or (4) any other services in the nature of Support Services that Service Provider is not obligated to provide, or is not obligated to provide in the manner requested, but which Service Provider agrees to provide in a writing signed by Service Provider. Licensee will pay those time-and-materials charges within 30 days of the date of Service Provider's invoice for those services.

C. Incidental Costs and Expenses. Licensee is responsible for all incidental costs and expenses reasonably incurred by Service Provider solely in connection with the performance of this Agreement provided that those costs and expenses are approved by Licensee before Service Provider incurs them. Examples of incidental costs and expenses include, without limitation, all costs and expenses for tools, supplies, accessories, media and other expendables purchased or otherwise used by Service Provider solely in connection with the performance of this Agreement, on-line connection charges and out-of-pocket expenses incurred at Licensee's request, including, but not limited to, reasonable travel, meals and lodging expenses for on-site Support Services. Service Provider shall invoice Licensee for those incidental costs and expenses. Licensee will pay those costs within 30 days of the date of Service Provider's invoice for those costs.

D. U.S. Dollars. Licensee's payments will be made in U.S. dollars.

E. Taxes and Governmental Charges. Licensee will also pay all taxes and governmental charges, however designated, that are levied or imposed by reason of the transactions described in this Agreement, including, but not limited to, sales and use taxes, excise taxes, and customs duties or charges, but Licensee will not be required to pay Service Provider's franchise taxes or any taxes on Service Provider's income.

## 6. REMEDIES.

All past due amounts bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that the past due amounts and accrued interest are paid in full. If Licensee defaults in paying any amounts due, and that default continues for at least 30 calendar days after the due date, Service Provider has the right to cease to provide any Maintenance Services, Support Services and Upgrades and Enhancements to Licensee unless and until the default, and any and all other defaults by Licensee under this Agreement, are cured. This remedy is in addition to any other remedies that Service Provider has in law or in equity.

## 7. LIMITED WARRANTY

A. Limited Warranty of Services. Service Provider warrants that the Maintenance Services and Support Services it provides will be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Maintenance Services and/or Support Services fail to conform to this limited warranty, Licensee must notify Service Provider in writing of its claim within 90 days after the date the alleged non-conforming Services are completed. If, after timely notice from Licensee, the Maintenance Services and/or Support Services in question are determined not to conform to this limited warranty, Service Provider's sole obligation, and Licensee's sole remedy, is for Service Provider to use commercially reasonable efforts to re-perform the

nonconforming Services in an attempt to correct the nonconformity. If Service Provider is unable to correct the nonconformity after a reasonable period of time, Licensee's sole and exclusive remedy is termination of this Agreement in accordance with Section 9(b)(3)(B). This warranty specifically excludes non-performance issues caused as a result of any circumstances described in Section 2(f), incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

- B. No Warranty of Upgrades and Enhancements. The EULA governs any limited warranty or disclaimers relating to the Software itself and Upgrades and Enhancements of the Software provided to Licensee under this Agreement; no warranty is given under this Agreement with respect to Upgrades and Enhancements. Service Provider's warranties in this Agreement relate solely to services provided under this Agreement and the warranties of the Software or the Upgrades and Enhancements, if any, are warranties of SDC either in the EULA or in another writing expressly authorized by SDC.
- C. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7(a), SERVICE PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE SERVICES OR SUPPORT SERVICES, ANY SOFTWARE OR ANY UPGRADES AND ENHANCEMENTS PROVIDED UNDER THIS AGREEMENT. SERVICE PROVIDER DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SERVICE PROVIDER DOES NOT WARRANT THAT ANY MAINTENANCE SERVICES AND SUPPORT SERVICES, SOFTWARE OR UPGRADES AND ENHANCEMENTS PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED. SERVICE PROVIDER DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

#### 8. LIMITATIONS OF LIABILITY

SERVICE PROVIDER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNTS PAID BY LICENSEE TO SERVICE PROVIDER UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT. SERVICE PROVIDER AND SDC WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING THAT INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF SERVICE PROVIDER OR SDC HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

#### 9. TERM, RENEWAL AND TERMINATION

- A. Term. Subject to the early termination provisions of Section 9(b), the initial term of this Agreement (the "Initial Term") commences on the Commencement Date and expires on the first anniversary of that date; but, except as otherwise provided in below, the term of this Agreement will be renewed: (1) at the end of the Initial Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends; and (2) thereafter, annually for each succeeding calendar year unless terminated in accordance with this Section 9.
- B. Early Termination.
- (1) Automatic. This Agreement terminates automatically, without any other or further action by either party, immediately upon any termination of the EULA.
  - (2) By Service Provider For Cause. Service Provider may give written notice to Licensee of any breach by Licensee or other failure by Licensee to comply with any material term or condition of the EULA or this Agreement, specifying the nature of the breach or non-compliance and requiring Licensee to cure the breach or non-compliance. In addition to any other rights it may have under this Agreement or at law or in equity, Service Provider may terminate this

Agreement if: (A) in the case of non-payment, any breach of Section 1 of the EULA or any breach of Section 3 of this Agreement Licensee has not cured the breach or non-compliance within 15 calendar days after receipt of that written notice; or (B) in the case of any other breach or non-compliance Licensee has not cured the breach or non-compliance within 30 calendar days after receipt of that written notice.

(3) By Licensee.

- a. For Convenience. Licensee may terminate this Agreement at any time, for any reason or for no reason, upon not less than 30 calendar days advance written notice to Service Provider. If License terminates pursuant to this Section 9(b)(3)(A), so long as Licensee has complied in all material respects with its obligations under the EULA and this Agreement and is current on all payment obligations under the EULA and this Agreement, Licensee will be entitled to a refund from Service Provider of the "unused portion" of the Annual Maintenance Fee. The unused portion of the hours purchased of the unused portion of the Annual Maintenance Fee will be calculated by multiplying the amount of that fee times a fraction whose: (1) numerator is the number of full hours of the block of time purchased by Licensee for the then-current term of the Agreement that have not yet been used, and (2) denominator is the total number of hours purchased.
- b. For Cause. Licensee may notify Service Provider in writing of any breach by Service Provider of this Agreement specifying the nature of the breach. If Service Provider has not cured the breach within 20 calendar days after receipt of written notice, or if the breach cannot be cured in that 20-day period, Service Provider has not commenced a cure and continued within that 20-day period in good-faith to complete the cure, Licensee will be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to terminate this Agreement. If Licensee has complied in all material respects with its obligations under the EULA and this Agreement and is current on all payment obligations under the EULA and this Agreement, Licensee will be entitled to a refund from Service Provider of the "unused portion of the Annual Maintenance Fees" for the then-current term of this Agreement. The "unused portion of the Annual Maintenance Fees" will be calculated by adding:
  - i. an amount calculated by multiplying the amount paid for Support Services in the then-current term of the Agreement times a fraction whose nominator is the number of unused hours of Support Services purchased in the then-current term of the Agreement and denominator is the total hours of Support Services purchased in the then-current term of the Agreement to:
  - ii. An amount calculated by subtracting the amount paid for Support Services from the Annual Maintenance Fee for the then-current term of the Agreement and multiplying the remainder times a fraction whose nominator is the number of days remaining in the then-current term of the Agreement and denominator is the total number of days in the then-current term of the Agreement.
- c. Non-Renewal. Licensee may elect not to renew this Agreement at the end of the then-current term of this Agreement by written notice to Service Provider 60 calendar days before the end of the then-current term of this Agreement. If notice is NOT received then this agreement automatically renews on the expirations date.

C. Effect of Termination.

- (1) Payments. Notwithstanding any termination of this Agreement, Licensee must pay Service Provider for: (a) all Maintenance Services and Support Services provided on a time and materials basis on or prior to the effective date of termination; (b) all Annual Maintenance Fees due with respect to any period commencing prior to the effective date of termination; and (c) all incidental costs and expenses incurred by Service Provider at any time on or prior to the effective date of termination. All those payments will be made in accordance with Section 5, which shall survive any such termination for these purposes.
- (2) Survival of Obligations. The termination of this Agreement will not discharge or otherwise affect any obligations of either party existing under the Agreement before, or at the time of termination. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Section 3 (as it relates to title and ownership), Section

5(e), Section 7(c), Section 8, Section 9, Section 10 and Section 11. No action arising out of this Agreement regardless of the form of action may be brought by Licensee more than one year after the date the action accrued.

- (3) Reinstatement of Agreement. If this Agreement is a reinstatement of a previously terminated agreement between Service Provider and Licensee, then this Agreement will not become effective and Service Provider will not be obligated to perform it unless and until Licensee delivers written notice of its desire to reinstate to Service Provider, together with payment in full of: (a) annual maintenance fees, based upon Service Provider's Annual Maintenance Fee Schedule in effect when Service Provider receives the notice of Licensee's desire to reinstate applied to all renewal periods (as determined under Section 9(a) of this Agreement as if the previous Agreement had not been terminated) that have elapsed from the effective date of termination through the effective date of reinstatement; and (b) an amount equal to 110% of the Annual Maintenance Fee, based upon Service Provider's Annual Maintenance Fee Schedule in effect as of the time of the reinstatement, for the renewal term of this Agreement commencing on the effective date of that reinstatement. Any reinstatement under this Section 9(c) (3) becomes effective as of the first business day after Service Provider has received the notice of reinstatement and all required payments. The renewal term commencing with the effective date of this Agreement will be for a period ending on the first annual anniversary of the effective date of the reinstatement; and thereafter the term of this Agreement will be renewed: (i) at the end of that first renewal term, for a period from the first day after the end of that first renewal term through December 31 of the calendar year in which such first renewal term ends; and (ii) thereafter, annually on a calendar year by calendar year basis.

EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION 9(c)(3), LICENSEE SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

#### 10. **FORCE MAJEURE.**

No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) is a default or breach to the extent that the failure to perform, delay or default arises out of a cause, existing or future, beyond the control of the party ("**Force Majeure**"). (A Force Majeure includes, but is not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; acts of terrorism; or the act, negligence or default of the other party) but only to the extent the delay does not result from the negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon Force Majeure to excuse failure, default or delay in performance will, when the cause arises, give other party written or electronic mail notice of the facts that constitute Force Majeure; and, when the Force Majeure ceases to exist, give prompt notice of that cessation to the other party. This Section 10 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 10 for longer than 90 calendar days, the other party, by written notice given during the postponement or extension, and at least 30 calendar days prior to the effective date of termination, may terminate this Agreement.

#### 11. **NOTICES.**

All communications or notices required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or made if: (a) delivered in person or by courier (e.g., Federal Express), (b) deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested to the intended recipient at the address and/or the telecopy number set forth below:

Service Provider:

OSAM Document Solutions, Inc.  
3520 North 16<sup>th</sup> Street  
Phoenix, AZ 85016  
Fax 602-277-2844

Licensee:

Doyle Johnson  
Pinal County  
Admin Bldg 31 N. Pinal St.  
P.O. box 1408  
Florence, AZ 85232

All communications and notices shall be effective upon delivery in person or by courier, or five days after being deposited in the United States mail. Any party may change his, her, or its address by giving notice in writing, stating his, her or its new address and/or telecopy number to all of the other parties in the foregoing manner.

**12. GENERAL PROVISIONS.**

- A. Choice of Law. The enforcement, performance, discharge, lack of performance, and formation of this Agreement is governed by, and construed and enforced in accordance with, the law of the State of Arizona regardless of any conflict-of-law rules to the contrary.
- B. Jurisdiction. Any action, suit or proceeding arising out of this Agreement must be brought and maintained in one of the federal or state courts of general jurisdiction located in Maricopa County, Arizona but the prevailing party may enforce any judgment rendered by one of those courts in any court that has personal jurisdiction over the judgment debtor.
- C. Interpretation. The headings used in this Agreement are for reference and convenience purposes only and will not in any way limit or affect the meaning or interpretation of any of its terms. All defined terms in this Agreement are deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby," "hereinafter" and similar terms refer to all provisions of this Agreement.
- D. Waiver. No waiver of any right or remedy on one occasion by either party is a waiver of that right or remedy on any other occasion.
- E. Integration. This Agreement, including any and all exhibits and schedules referred to herein set forth the entire agreement and understanding between the parties pertaining to its subject matter and merges all prior discussions between them about that subject matter. Neither party is bound by any condition, definition, warranty, understanding or representation with respect to the subject matter of this Agreement if it is not in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement is not to be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.
- F. Binding Agreement and Assignment. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Service Provider may not assign this Agreement or its rights or delegate its obligations under this Agreement, in whole or in part, to any other person or entity without the prior consent of the Licensee. Licensee may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Service Provider. Any assignment made without compliance with the provisions of this Section 12(f) is null and void and of no force or effect.
- G. Severability. If any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, that court has the power and is hereby authorized and directed, to limit the scope, duration or area of applicability, or all of them of that term or provision, so that it is no longer overly broad and to enforce the provision as limited by that court. Subject to the preceding sentence, if any provision of this Agreement is held to be invalid or unenforceable for any reason, the invalidity or unenforceability will apply only to that provision and will not affect or render invalid or unenforceable any other provision of this Agreement.
- H. Independent Contractor. The parties acknowledge that Service Provider is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance Service and Support Services.



- I. Third Party Beneficiary. Licensee and Service Provider acknowledge and agree that SDC is an express third-party beneficiary of this Agreement and shall be entitled to enforce this Agreement to the full extent of the law as if SDC were a party to this Agreement. SDC shall be afforded all remedies available to any party to this Agreement under the terms hereof or under applicable law. There are no other third-party beneficiaries to this Agreement.
- J. Export. Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Upgrades and Enhancements are not exported in violation of United States law.
- K. U.S. Government Restricted Rights. The Software and Upgrades and Enhancements are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of the rights in Technical Data and Computer Software clause at DFAR 252.227-7013 and the Commercial Computer Software Restricted Rights FAR 52.277-19(c)(1) and (2), as applicable. Manufacturer is Hyland Software, Inc., 28500 Clemens Road, Westlake, Ohio 44145.
- L. Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information and intellectual property rights will not be adequate for Service Provider's protection and, accordingly, Service Provider shall have the right to obtain, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

\_\_\_\_\_  
LICENSEE

\_\_\_\_\_  
OSAM Document Solutions, Inc.  
SERVICE PROVIDER

Business Address:

3520 North 16<sup>th</sup> Street

Phoenix, AZ 85016

Signed by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Ron Thompson Jr.

Title: \_\_\_\_\_

Title: President/CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**IV. Completed Various Forms**

**1. Co-op Authorization**

See next page (insert Attachment C Cooperative Authorization.pdf)



**ATTACHMENT C  
COOPERATIVE AUTHORIZATION**

RFP: 08-05-13  
PROJECT: Imaging Hardware and Services

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Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85232

I/We, the undersigned, propose to provide the services necessary for the scope of work and specifications.

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposals. I/We agree to comply with the County rules, regulations and policies.

Would you be willing to allow other members of the "SAVE" to cooperatively purchase from the contract if awarded through this RFP?      ☒ Yes    ☐ No

\*Your response to this question will not be used as part of the evaluation criteria. It is the intent, as a member of the "SAVE", to provide other Entities the opportunity to save time, effort and paperwork by combining our purchasing power, whenever possible.

OSAM Document Solutions Inc.

Name of Company

Date Signed

602-263-9432    602-277-2844

Authorized Signature/Local Representative  
GK Lawson Operations Manager

Telephone/Fax Number

Type Name and Position Held with  
Company

3520 N 16th St

Mailing Address

Phoenix  
City

AZ  
State

85016  
Zip

**2. Addendum Acknowledgment Form (if any)**

See next page (insert Attachment E Addendum Acknowledgement.pdf)



**ATTACHMENT E  
ADDENDUM ACKNOWLEDGEMENT**

RFP: 08-05-13  
PROJECT: Imaging Hardware and Services

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Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85232

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will included a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

**Please sign and date**

### **ADDENDUM NO. 1 Acknowledgement**

**Signature**

Date \_\_\_\_\_

## **ADDENDUM NO. 2 Acknowledgement**

**Signature**

Date \_\_\_\_\_

~~ADDENDUM NO. 3 Acknowledgement~~

**Signature**

Date \_\_\_\_\_

***If no addendums were issued***, indicate below, sign the form and return with your response.

~~Finan~~

**Authorized Signature**


**3. Non-Collusion Form**

See Next page (insert Attachment F Non-Collusion Statement.pdf)



**4. References**

See next page (insert Attachment G References.pdf)

	<b>ATTACHMENT G REFERENCES</b>		Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85232
	RFP: 08-05-13 PROJECT: Imaging Hardware and Services	Page 33 of 35	

List three (3) clients for whom you have performed services similar to the Scope of Work and/or Services in this solicitation. Include customer's company name, address, phone and FAX numbers and a contact name.

1. Pinal County - Doyle Johnson  
31 N Pinal St Florence AZ 85232  
520-866-6978
  
2. Maricopa County - Clerk of the Court - Mark Jensen  
620 W Jackson St Phoenix AZ  
602-506-3636
  
3. Maricopa County - Facilities Management - Lisa Nash  
301 W Jefferson Phoenix AZ 85003  
602-506-8019

OSAM Document Solutions Inc.

Firm


Authorized Signature



- 5. W-9 Form - Already on file with Pinal County Purchasing Office
- 6. Offer and Acceptance Form

See next page (insert Offer and Acceptance Form.pdf)



	<b>OFFER AND ACCEPTANCE FORM</b>		Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85232
	RFP: 08-05-13 PROJECT: Imaging Hardware and Services	Page 35 of 35	

## OFFER

TO THE Pinal County:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation. Signature also certifies understanding and compliance with paragraph one of the County's Uniform General Terms and Conditions.


For clarification of this offer, contact:

Name: Ron Thompson Jr. Phone: 602-263-9432 Fax: 602-277-2844

Company Name: OSAM Document Solutions Inc.

Address: 3520 N 16th Street

City, State, Zip: Phoenix AZ 85016

  
 \_\_\_\_\_  
 Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
 Operations Manager  
 Title

G.K. Lawson  
 \_\_\_\_\_  
 Printed Name

Sept 15, 2008  
 \_\_\_\_\_  
 Date

## ACCEPTANCE OF OFFER

(For Pinal County use only)

The Offer is hereby accepted.

The Offeror is now bound to sell the materials, services or construction as indicated by the attached Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offeror's Offer as accepted by Pinal County.

The contract is for: Imaging Hardware and Services

This contract shall henceforth be referenced to as Contract No. 08-05-13. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order.

Awarded this 21st day of Jan., 2008.

  
 \_\_\_\_\_  
 Chairman, County Board of Supervisors

Approved as to form:   
 Pinal County Attorney's Office

**7. OSAM Maintenance Agreement**

See next page (insert OSAM Maintenance Support Agreement.pdf)

## OSAM MAINTENANCE/SUPPORT AGREEMENT

This Agreement is made and entered into as of \_\_\_\_\_ 20\_\_\_\_, by and between OSAM Document Solutions, Inc., an Arizona corporation, with its principal offices at 3520 North 16<sup>th</sup> Street, Phoenix, Arizona 85016 ("Service Provider"), and the company, person or entity executing this Agreement as the "Licensee" in the space provided below ("Licensee"):

Licensee's Business Name: Pinal County

Licensee's Primary Contact: Doyle Johnson

Address: Admin Bldg 31 N. Pinal St.

P.O. box 1408

City: Florence State: AZ Zip: 85232

Phone:

Fax:

Email Address: Doyle.Johnson@co.pinal.az.us

### RECITALS:

- A. Service Provider is an authorized Associate Reseller of Hyland Software, Inc., the Software Development Company ("SDC"). Service Provider has marketed several SDC OnBase® Information Management System software modules to Licensee;
- B. Licensee has licensed that software pursuant to the terms of an OnBase® End User License Agreement;
- C. Licensee desires to obtain, and Service Provider is willing to provide, maintenance and technical support services for those software modules and the delivery and installation of SDC's generally released upgrades and enhancements to that software;

NOW, THEREFORE, the parties mutually agree as follows:

### 1. DEFINED TERMS.

The following capitalized terms have the meanings set forth below whenever they are used in this Agreement:

- A. Documentation. "Documentation" means electronic on-line material, including user manuals, provided by SDC for the Software that relate to the functional, operational, or performance characteristics of the Software.
- B. Error. "Error" means any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the current Documentation provided by SDC.
- C. EULA. "EULA" means the OnBase® End User License Agreement executed by Licensee to obtain a license to several SDC software modules and any written amendments and modifications to that Agreement that are binding on Licensee.
- D. Hardware. "Hardware" includes the equipment listed in the Hardware Agreement in Exhibit B, as amended from time to time to include new equipment purchased after the execution of this Agreement, under the "Covered Equipment" section of this Agreement, if any.
- E. Holidays. "Holidays" means the days set aside as holidays by the State of Arizona in A.R.S. §1-301, as amended from time to time.
- F. Maintenance Services. "Maintenance Services" means all professional services provided under this Agreement by Service Provider from the hours of 8:00 a.m. to 5:00 p.m. (Mountain Standard Time, non-daylight savings), Monday through Friday in assisting Licensee in identifying bugs in the Software (as defined below) to be fixed by installing upgrades and enhancements to the Software. The Service provider will provide the Maintenance Services described in Section 2(d) and Section 2 (g).
- G. Software. "Software" means: (1) the current release of the computer software licensed by Licensee from SDC under the EULA and listed in Exhibit A attached; (2) a new version of that computer software Service Provider has delivered to Licensee as an Upgrade or Enhancement; (3) the version of that computer software last released by SDC prior to the current released version. "Software", however, will not include: any version of that computer software that SDC does not support; (4) any future modules of the computer software added after the execution of this Agreement and listed in the subsequent, amended Exhibit A.

- H. Support Services: "Support Services" means services provided by Service Provider from the hours of 8:00 a.m. to 5:00 p.m. (Mountain Standard Time, non-daylight savings), Monday through Friday, consisting of assisting in the resolution of Licensee's errors in use of the software, responding to Licensee's questions on the use of the Software, providing help-desk services, helping Licensee augment its use of the System, by, for example, adding new document types, applications, or indexing capabilities, but will not include any alteration or modification of the Software. All Support Services are billable and Licensee may pre-purchase blocks of hours for said services.
- I. Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes, and additions to the Software that SDC commercially releases to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Software; provided, however, that the foregoing will not include new, separate product offerings, new modules, re-platformed Software, or new functionality.

## 2. MAINTENANCE AND SUPPORT SERVICES

- A. Generally. Service Provider will promptly after receipt of proper written or electronic mail notice from Licensee, in accordance with Section 4(c) of this Agreement and Service Provider's current Error reporting procedures: (1) use its best efforts to correct any properly reported Error(s) in the Software confirmed by SDC in the exercise of their commercially reasonable judgment; and (2) upon the request of Licensee, provide technical support and assistance and advice related to the operation and use of the Software by Licensee. Service Provider will report the suspected Error to SDC for confirmation. Service Provider will attempt to correct confirmed Errors reasonably promptly after receiving confirmation from SDC of the Error.
- B. Availability of Maintenance Services and Support Services. Service Provider will provide Maintenance Services and Support Services during the hours of 8 a.m. to 5 p.m., Mountain Standard Time, non-daylight savings, Monday through Friday, excluding Holidays ("normal hours"). Licensee understands that Service Provider will first attempt to resolve any problem by telephone. Service Provider will next attempt to resolve the problem remotely. Service Provider will only be required to provide on-site Maintenance Services and/or Support Services in accordance with Sections 2(b) and 2(e) after telephone and remote support have not resolved the problem. If Licensee experiences an emergency situation outside of normal hours, Licensee may contact SDC 24 hours per day, seven days per week, by calling SDC's regular telephone Maintenance Services number and using SDC's after hours paging system. SDC or Service Provider reserves the right to notify Licensee that it is making unauthorized (i.e., not in an emergency situation) or excessive use of after-hours Maintenance Services and to terminate the provision of after-hours Services, unless Licensee pays Service Provider or SDC for continued after-hours Services at the rate of \$150.00 per hour (with a minimum charge of one hour per call). Licensee may be informed at the time of a call if that call is considered an unauthorized or excessive use call (and will be informed of the reasons supporting such determination) and Licensee will have the opportunity to terminate the call and delay Maintenance Services and/or Support Services until normal hours on the next business day.
- C. Service Provider and SDC Access. Licensee acknowledges and agrees that Service Provider and SDC require on-line access to the Software installed on Licensee's systems in order for Service Provider and SDC to provide Maintenance and Support Services. To provide the necessary access, Licensee will install and maintain, at Licensee's sole cost and expense, a virtual private network (VPN) connection to facilitate Service Provider's on-line Maintenance Services and/or Support Services.
- D. Response to Failures, Access Problems and Errors. Licensee providing Service Provider with a written Error Report is a prerequisite to Service Provider's responding to system failures, access problems, performance failures, and Errors. The Error Report must include a written or electronic mail explanation of the software routines employed when the problem occurred, and any available documentation of the Error, including, but not limited to, screen prints of all system errors, error messages, time of error, and any other information Service Provider reasonably requires. Reasonably promptly after Service Provider receives the Error Report, Service Provider will cooperate with Licensee in assigning an appropriate level and time of response to the situation and Service Provider personnel to assist Licensee in solving the problem. The levels of problems, response times, and descriptions of the response for the levels of problem are described in the following subparagraphs of this sub-section (d):

### (1) Level I

- a. Definition. Complete system failure and/or critical business function failure.
- b. Response. Service Provider will respond within two working hours after the later of receipt of the Error Report and agreement that this Level of response is needed and will assign resources within four working hours with Service Provider Professional Services Staff (hereinafter PSS) involvement until resolution. If hardware fails Service Provider will provide PSS support within two working hours after Licensee's Servers become operational.

### (2) Level II

- a. Definition. No system failure, but Licensee-users are unable to access or execute critical system functions.
- b. Response. Service Provider PSS will respond to Licensee within four working hours of receipt of the Error Report and agreement to this Level and will use best efforts to restore access within three working days.

### (3) Level III

- a. Definition. Application not performing per documentation but Licensee user can perform basic job functions with alternate procedures.
  - b. Response. Service Provider will respond within one working day of Service Provider's receipt of the Error Report. Service Provider will provide fixes within a reasonable time and Licensee will be informed when fixes will be provided.
- E. On-Site Services. Upon Licensee providing remote access and a reasonable written request following Service Provider's reasonable efforts to resolve the problems by telephone or remotely, and submission of an Error Report. Service Provider will provide on-site Maintenance Services at Licensee's facilities in connection with the correction of any Error(s) involving a critical function of the Software that is not functioning in a production environment On-site Maintenance Services and/or Support Services will commence as soon as feasible, after Service Provider receives the Error Report, but in no event more than two business days after Service Provider's receipt of the Error Report. "Licensee may purchase additional on-site Support Service, if desired, in accordance with Section 5(c).
- F. Improper Maintenance or Use. Service Provider is not responsible for providing, or obligated to provide, Maintenance Services and/or Support Services or Upgrades and Enhancements under this Agreement if: (1) the Software has been altered, revised, changed, enhanced or modified in any manner that was not authorized in writing in advance by SDC; (2) the Error has been previously corrected by Service Provider or SDC; (3) the Error or problems have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third-party software (other than third-party software bundled with the Software by SDC), hardware or any system or networking utilized by Licensee; (4) the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (5) any party other than Service Provider or SDC has provided any services in the nature of Maintenance Services and/or Support Services to Licensee with respect to the Software.
- G. Hardware.
  - (1) Terms And Conditions
    - a. Service on equipment listed in the Covered Equipment section of this agreement may be obtained during normal business hours (8:00 a.m. to 5:00 p.m. M.S.T. non-daylight) Monday through Friday excluding holidays. Service requested for hours other than OSAM's normal business hours, if agreed upon by OSAM, will be charged at one and one half times our normal hourly rate. IT IS UNDERSTOOD that the listed equipment at the date hereof is in good operating condition.
    - b. This agreement may not be transferred by the customer without prior written consent of OSAM. In the event any equipment is moved to a location in a different zone, there will be an appropriate adjustment in the annual rate for such service in that zone. OSAM must be notified in writing whenever the geographical location of the equipment is changed.
    - c. In the event that additional accessory items are ordered for installation on or in conjunction with the equipment specified on the face of this Agreement, the Maintenance charge for the accessory(ies) will be prorated at the maintenance rates then in effect and billed to the Customer. Each add-on accessory will carry the same terms and conditions as the equipment on the face of this agreement.
  - (2) Description of Maintenance
    - a. Corrective Maintenance - Repair of worn and/or defective parts will be performed as scheduling permits and OSAM will maintain a 4 business hour response time from receipt of call during OSAM's normal business hours, unless otherwise noted.
    - b. Preventative Maintenance - P.M. inspections shall be performed twice a year. Unless otherwise noted.
    - c. Replacement of Parts - When necessary to insure proper functioning of the equipment in accordance with the manufacturer's specifications, worn and/or defective parts other than operating/consumable (including lamps) supplies will be replaced by OSAM on an exchange basis without charge to the customer for the parts or the labor involved in the replacement.
  - (3) Maintenance Exclusions
    - a. The furnishing or delivery of operating supplies including, but not limited to; drums, toner, lamps, and drives, unless otherwise noted.
    - b. Magneto-Optical, CD or Hard Disk Drives.
    - c. Broken, bent or damaged parts.
    - d. Performing services connected with the relocation of equipment.
    - e. Operator responsible maintenance as outlined by the manufacturer in their operator's manual.
    - f. Equipment overhauls, rebuilds and parts replacement during these overhauls. When OSAM determines that an overhaul or rebuild is necessary for the normal operation of the equipment, OSAM shall submit an estimate to the customer for approval.
    - g. Replacement of equipment or software due to non-repairable circumstances.
    - h. No equipment or accessories, not listed on Maintenance Invoice.

- i. Time spent troubleshooting, repair or replacement of parts necessitated by any of the following: (1) Accident, misuse, abuse or operator error (2) Use of operating supplies other than those approved by manufacturer of equipment, including remanufactured toner cartridges other than purchased from OSAM or other manufacturer approved source. (3) Improper operation of the equipment (4) Acts of third parties (5) Acts of nature (6) Alteration of the equipment (7) Overuse of equipment (see Manufacturer recommendations).
- j. As a courtesy we make an effort to provide loaner equipment, if available, but it is not a provision of this contract and therefore is not guaranteed.
- (4) **Termination.** This agreement shall become effective on its date and shall remain in force for a period of one year and automatically renews from year to year thereafter unless terminated by either party upon written notice given to the other party at least 30 days prior to the end of the first or any subsequent year. In the event the Customer breaches the Maintenance Agreement prior to the end of the initial 12 month Agreement period, the Customer will not be eligible for any refunds of the balance of the Agreement. Any such notice given to OSAM or the Customer shall be given to the other at the address shown on this Agreement and shall be deemed delivered when properly addressed letter containing such notice, postage prepaid, by post-marked date.
- (5) **Contingencies.** OSAM shall not be responsible for failure to render service due to causes beyond its control, including but not limited to; work stoppages, fires, civil disobedience's, riots, rebellions, acts of God and similar occurrences.
- (6) **Liability for Injury or Damage.** OSAM shall not be liable for any injury to the Customer's personnel or property arising from its ownership or use of equipment maintained by OSAM unless such injury or damage is a direct result of negligence on the part of OSAM. Furthermore, OSAM shall not be liable for any loss or damage caused by delays or other circumstances in rendering maintenance service hereunder, and OSAM shall not be liable for indirect or consequential damages caused by its failure to timely render service due to strikes, fires, flood, and other causes beyond its control, nor where the equipment is damaged due to negligence or misuse by the Customer. OSAM assumes no responsibility for loss of stored memory. OSAM reserves the right to examine equipment prior to any renewal of this Agreement; and in the event machines(s) require overhauling, an estimate will be submitted for customer's approval before the work is started.
- (7) **Terms.** The price and provisions are void 30 days from date of issue, if payment has not been received.
- (8) **Charge Call Warranty.** When repair for your equipment and or software is performed by an OSAM technician, the work including parts and labor is warranted for thirty days provided that the following terms are met:
  - i. The warranty repair is a result from the same problem or due to a previous repair having been performed no longer than 30 days prior. In the event that the equipment or software is being used during double and triple shifts, the repair warranty will be prorated to twenty and ten days respectively.
  - ii. The equipment is being used according to the manufacturers' specifications.
  - iii. The warranty repair is not a result of operator error, training issues or any reason listed above under "Maintenance Exclusions".

### 3. **UPGRADES AND ENHANCEMENTS.**

- A. **Obligation to Provide Upgrades and Enhancements.** In accordance with SDC's then current policies, Service Provider will timely provide to Licensee all Upgrades and Enhancements to the Software released by SDC during the term of this Agreement. Licensee acknowledges and agrees that SDC has the right, at any time, to change: (1) the specifications and operating characteristics of the Software and (2) SDC's policies respecting Upgrades and Enhancements and their release to end users. Any Upgrades and Enhancements to the Software and Documentation are proprietary to SDC, are the sole and exclusive property of SDC, and are subject to all of the restrictions, limitations and protections of the EULA. All rights to patents, copyrights, trademarks, other intellectual property rights, applications for those rights and trade secrets in the Software and Documentation and any Upgrades and Enhancements are the exclusive property of SDC.
- B. **Completion of Upgrade.** Service Provider's obligation to complete the Upgrade ends after Service Provider notifies Licensee in writing or electronic mail that it has completed the Upgrade, and the Software and Upgrade operate without any Errors for 24 hours after that notification is given. Service Provider's services including the correction of Errors occurring after its obligation to complete the Upgrade has ended, will be part of its Maintenance and Support Services described in Section 2 and its sub-sections.

### 4. **LICENSEE'S RESPONSIBILITIES**

- A. **Operation of the Software.** Licensee acknowledges and agrees that it is solely responsible for the day-to-day operation, supervision, management and control of the Software, including, but not limited to, providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensee is solely responsible for its data, its database, and for maintaining suitable backups of the data and database to prevent data loss if hardware or software malfunctions. Service Provider and SDC shall have no



responsibility or liability for Licensee's selection or use of the Software or any hardware, third-party software or systems.

- B. Licensee's Implementation of Error Corrections and Upgrades and Enhancements. To maintain the integrity and proper operation of the Software, Licensee agrees to implement all Error corrections and Upgrades and Enhancements, in the manner instructed by Service Provider. Licensee's failure to properly implement any Error corrections or Upgrades and Enhancements relieves Service Provider of any responsibility or liability for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement. In no event will Licensee be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.
- C. Notice and Documentation of Errors. Licensee will provide Service Provider with written or electronic mail notices of any Errors containing the information to be included in the Error Report described in Section 2(d) and any other information required by Service Provider's policy for Error Reports in effect at the time Licensee discovers or learns of an Error.
- D. Access to Premises and Systems. During Licensee's normal business hours, Licensee will allow Service Provider, and if Service Provider retains SDC to assist, SDC reasonable access to and use of Licensee's premises, computer hardware, peripherals, Software and other software as may be necessary to diagnose and correct any Errors or to otherwise provide Maintenance Services and/or Support Services. Licensee will provide that access and use at no cost or charge to Service Provider or SDC.
- E. Copyright and Confidentiality. Licensee agrees that any software created and provided to Licensee by Service Provider is the property of Service Provider. Service Provider retains all rights to copyright and any other intellectual property rights with respect to that software. Licensee further agrees to maintain the confidentiality and not to disclose any of the source code, object code or documentation of that software to anyone and not to use any of that software for any purpose other than operating the Software modules provided under the EULA.

## 5. FEES, PAYMENTS, CURRENCY AND TAXES.

### A. Annual Maintenance Fees.

- 1. General. Licensee will pay Service Provider Annual Maintenance Fees for the Software and Hardware in accordance with the Annual Maintenance Fee Schedule included in Exhibit A and Exhibit B, as amended from time to time to include new modules purchased after the execution of this Agreement, attached hereto. The Annual Maintenance Fee covers a block of time (a specified number of hours of Support Services) during the applicable time period. The number of hours that Licensee will receive in exchange for payment of the Annual Maintenance Fee is set forth in Exhibit A. Upon written notice to Licensee, Service Provider will adjust the Annual Maintenance Fee for the subsequent terms of this Agreement to be eighteen percent (18%) of the retail price of a module as charged by SDC. Service Provider will not have any obligation under this Agreement unless, and until, Licensee submits a written purchase order for this Agreement on Service Provider's form, in the amount of the initial annual maintenance fees simultaneously with Licensee's submission of its purchase order for the license of the Software under the EULA. Simultaneously with Service Provider's invoicing of Licensee for the license fees associated with the licensing of the Software under the EULA Service Provider will invoice Licensee for the initial annual maintenance fees for the period of the first full 12 months following the date SDC issues license codes for the Software to Licensee ("Commencement Date"). That invoice is payable within 30 days after the Commencement Date. Service Provider will invoice Licensee for subsequent annual maintenance fees at least 45 days before the end of the then-current term of this Agreement. If any term of this Agreement for which Annual Maintenance Fees are payable is less than 12 calendar months, the maintenance fees for that term will be the product of: (a) the Annual Maintenance Fee Service Provider charges for a full calendar year of service times (b) a fraction whose (i) numerator is the amount of full or partial calendar months remaining from the end of the then-current term of this Agreement through, and including the end of the calendar year in which the end of the then-current term of the Agreement occurs and whose (ii) denominator is 12. The number of hours of Support Services purchased for that partial year will be the product of number of hours purchased initially times that fraction.
- 2. Time for Payment. Licensee will pay all invoices for Annual Maintenance Fees for the upcoming year in full on or before the last day of the then-current term of this Agreement. Licensee will pay the invoice for the maintenance fee for the period beginning on the anniversary of the Commencement Date and ending on the last day of the calendar year in which that anniversary occurs on, or before the date of that anniversary.

- B. Time and Materials Charges. In addition to the Annual Maintenance Fee under Section 5(a), Licensee agrees to pay Service Provider's standard time-and-materials charges payable by end users who have not purchased a Software Maintenance/Support Agreement from Service Provider for services provided in response to Licensee's request for: (1) hours of Support Services beyond the number of hours Licensee initially purchases for that year or partial year, as the case may be; provided, however, that Licensee may purchase an additional block of hours by separate purchase order accepted by Service Provider in writing; (2) services that Service Provider is not obligated to provide under this

Agreement, but which Service Provider agrees to provide in a signed writing, notwithstanding the provisions of this Agreement and particularly Section 2(f), (3) on-site Support Services in accordance with Section 2(e), or (4) any other services in the nature of Support Services that Service Provider is not obligated to provide, or is not obligated to provide in the manner requested, but which Service Provider agrees to provide in a writing signed by Service Provider. Licensee will pay those time-and-materials charges within 30 days of the date of Service Provider's invoice for those services.

- C. Incidental Costs and Expenses. Licensee is responsible for all incidental costs and expenses reasonably incurred by Service Provider solely in connection with the performance of this Agreement provided that those costs and expenses are approved by Licensee before Service Provider incurs them. Examples of incidental costs and expenses include, without limitation, all costs and expenses for tools, supplies, accessories, media and other expendables purchased or otherwise used by Service Provider solely in connection with the performance of this Agreement, on-line connection charges and out-of-pocket expenses incurred at Licensee's request, including, but not limited to, reasonable travel, meals and lodging expenses for on-site Support Services. Service Provider shall invoice Licensee for those incidental costs and expenses. Licensee will pay those costs within 30 days of the date of Service Provider's invoice for those costs.
- D. U.S. Dollars. Licensee's payments will be made in U.S. dollars.
- E. Taxes and Governmental Charges. Licensee will also pay all taxes and governmental charges, however designated, that are levied or imposed by reason of the transactions described in this Agreement, including, but not limited to, sales and use taxes, excise taxes, and customs duties or charges, but Licensee will not be required to pay Service Provider's franchise taxes or any taxes on Service Provider's income.

#### 6. **REMEDIES.**

All past due amounts bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that the past due amounts and accrued interest are paid in full. If Licensee defaults in paying any amounts due, and that default continues for at least 30 calendar days after the due date, Service Provider has the right to cease to provide any Maintenance Services, Support Services and Upgrades and Enhancements to Licensee unless and until the default, and any and all other defaults by Licensee under this Agreement, are cured. This remedy is in addition to any other remedies that Service Provider has in law or in equity.

#### 7. **LIMITED WARRANTY**

- A. Limited Warranty of Services. Service Provider warrants that the Maintenance Services and Support Services it provides will be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Maintenance Services and/or Support Services fail to conform to this limited warranty, Licensee must notify Service Provider in writing of its claim within 90 days after the date the alleged non-conforming Services are completed. If, after timely notice from Licensee, the Maintenance Services and/or Support Services in question are determined not to conform to this limited warranty, Service Provider's sole obligation, and Licensee's sole remedy, is for Service Provider to use commercially reasonable efforts to re-perform the nonconforming Services in an attempt to correct the nonconformity. If Service Provider is unable to correct the nonconformity after a reasonable period of time, Licensee's sole and exclusive remedy is termination of this Agreement in accordance with Section 9(b)(3)(B). This warranty specifically excludes non-performance issues caused as a result of any circumstances described in Section 2(f), incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.
- B. No Warranty of Upgrades and Enhancements. The EULA governs any limited warranty or disclaimers relating to the Software itself and Upgrades and Enhancements of the Software provided to Licensee under this Agreement; no warranty is given under this Agreement with respect to Upgrades and Enhancements. Service Provider's warranties in this Agreement relate solely to services provided under this Agreement and the warranties of the Software or the Upgrades and Enhancements, if any, are warranties of SDC either in the EULA or in another writing expressly authorized by SDC.
- C. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7(a), SERVICE PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE SERVICES OR SUPPORT SERVICES, ANY SOFTWARE OR ANY UPGRADES AND ENHANCEMENTS PROVIDED UNDER THIS AGREEMENT. SERVICE PROVIDER DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SERVICE PROVIDER DOES NOT WARRANT THAT ANY MAINTENANCE SERVICES AND SUPPORT SERVICES, SOFTWARE OR UPGRADES AND ENHANCEMENTS PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED. SERVICE PROVIDER

DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

#### 8. LIMITATIONS OF LIABILITY

SERVICE PROVIDER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNTS PAID BY LICENSEE TO SERVICE PROVIDER UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT. SERVICE PROVIDER AND SDC WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING THAT INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF SERVICE PROVIDER OR SDC HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

#### 9. TERM, RENEWAL AND TERMINATION

A. Term. Subject to the early termination provisions of Section 9(b), the initial term of this Agreement (the "Initial Term") commences on the Commencement Date and expires on the first anniversary of that date; but, except as otherwise provided in below, the term of this Agreement will be renewed: (1) at the end of the Initial Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends; and (2) thereafter, annually for each succeeding calendar year unless terminated in accordance with this Section 9.

B. Early Termination.

(1) Automatic. This Agreement terminates automatically, without any other or further action by either party, immediately upon any termination of the EULA.

(2) By Service Provider For Cause. Service Provider may give written notice to Licensee of any breach by Licensee or other failure by Licensee to comply with any material term or condition of the EULA or this Agreement, specifying the nature of the breach or non-compliance and requiring Licensee to cure the breach or non-compliance. In addition to any other rights it may have under this Agreement or at law or in equity, Service Provider may terminate this Agreement if: (A) in the case of non-payment, any breach of Section 1 of the EULA or any breach of Section 3 of this Agreement Licensee has not cured the breach or non-compliance within 15 calendar days after receipt of that written notice; or (B) in the case of any other breach or non-compliance Licensee has not cured the breach or non-compliance within 30 calendar days after receipt of that written notice.

(3) By Licensee.

a. For Convenience. Licensee may terminate this Agreement at any time, for any reason or for no reason, upon not less than 30 calendar days advance written notice to Service Provider. If Licensee terminates pursuant to this Section 9(b)(3)(A), so long as Licensee has complied in all material respects with its obligations under the EULA and this Agreement and is current on all payment obligations under the EULA and this Agreement, Licensee will be entitled to a refund from Service Provider of the "unused portion" of the Annual Maintenance Fee. The unused portion of the hours purchased of the unused portion of the Annual Maintenance Fee will be calculated by multiplying the amount of that fee times a fraction whose: (1) numerator is the number of full hours of the block of time purchased by Licensee for the then-current term of the Agreement that have not yet been used, and (2) denominator is the total number of hours purchased.

b. For Cause. Licensee may notify Service Provider in writing of any breach by Service Provider of this Agreement specifying the nature of the breach. If Service Provider has not cured the breach within 20 calendar days after receipt of written notice, or if the breach cannot be cured in that 20-day period, Service Provider has not commenced a cure and continued within that 20-day period in good-faith to complete the cure, Licensee will be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to terminate this Agreement. If Licensee has complied in all material respects with its obligations under the EULA and this Agreement and is current on all payment obligations under the EULA and this Agreement, Licensee will be entitled to a refund from Service Provider of the "unused portion of the Annual Maintenance Fees" for the then-current term of this Agreement. The "unused portion of the Annual Maintenance Fees" will be calculated by adding:

i. an amount calculated by multiplying the amount paid for Support Services in the then-current term of the Agreement times a fraction whose nominator is the number of unused hours of Support Services purchased in the then-current term of the Agreement and denominator is the total hours of Support Services purchased in the then-current term of the Agreement to:

ii. An amount calculated by subtracting the amount paid for Support Services from the Annual Maintenance Fee for the then-current term of the Agreement and multiplying the remainder times a

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fraction whose nominator is the number of days remaining in the then-current term of the Agreement and denominator is the total number of days in the then-current term of the Agreement.

- c. Non-Renewal. Licensee may elect not to renew this Agreement at the end of the then-current term of this Agreement by written notice to Service Provider 60 calendar days before the end of the then-current term of this Agreement. If notice is NOT received then this agreement automatically renews on the expirations date.

C. Effect of Termination.

- (1) Payments. Notwithstanding any termination of this Agreement, Licensee must pay Service Provider for: (a) all Maintenance Services and Support Services provided on a time and materials basis on or prior to the effective date of termination; (b) all Annual Maintenance Fees due with respect to any period commencing prior to the effective date of termination; and (c) all incidental costs and expenses incurred by Service Provider at any time on or prior to the effective date of termination. All those payments will be made in accordance with Section 5, which shall survive any such termination for these purposes.
- (2) Survival of Obligations. The termination of this Agreement will not discharge or otherwise affect any obligations of either party existing under the Agreement before, or at the time of termination. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Section 3 (as it relates to title and ownership), Section 5(e), Section 7(c), Section 8, Section 9, Section 10 and Section 11. No action arising out of this Agreement regardless of the form of action may be brought by Licensee more than one year after the date the action accrued.
- (3) Reinstatement of Agreement. If this Agreement is a reinstatement of a previously terminated agreement between Service Provider and Licensee, then this Agreement will not become effective and Service Provider will not be obligated to perform it unless and until Licensee delivers written notice of its desire to reinstate to Service Provider, together with payment in full of: (a) annual maintenance fees, based upon Service Provider's Annual Maintenance Fee Schedule in effect when Service Provider receives the notice of Licensee's desire to reinstate applied to all renewal periods (as determined under Section 9(a) of this Agreement as if the previous Agreement had not been terminated) that have elapsed from the effective date of termination through the effective date of reinstatement; and (b) an amount equal to 110% of the Annual Maintenance Fee, based upon Service Provider's Annual Maintenance Fee Schedule in effect as of the time of the reinstatement, for the renewal term of this Agreement commencing on the effective date of that reinstatement. Any reinstatement under this Section 9(c) (3) becomes effective as of the first business day after Service Provider has received the notice of reinstatement and all required payments. The renewal term commencing with the effective date of this Agreement will be for a period ending on the first annual anniversary of the effective date of the reinstatement; and thereafter the term of this Agreement will be renewed: (i) at the end of that first renewal term, for a period from the first day after the end of that first renewal term through December 31 of the calendar year in which such first renewal term ends; and (ii) thereafter, annually on a calendar year by calendar year basis.

EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION 9(c)(3), LICENSEE SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

10. **FORCE MAJEURE.**

No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) is a default or breach to the extent that the failure to perform, delay or default arises out of a cause, existing or future, beyond the control of the party ("Force Majeure"). (A Force Majeure includes, but is not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; acts of terrorism; or the act, negligence or default of the other party) but only to the extent the delay does not result from the negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon Force Majeure to excuse failure, default or delay in performance will, when the cause arises, give other party written or electronic mail notice of the facts that constitute Force Majeure; and, when the Force Majeure ceases to exist, give prompt notice of that cessation to the other party. This Section 10 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 10 for longer than 90 calendar days, the other party, by written notice given during the postponement or extension, and at least 30 calendar days prior to the effective date of termination, may terminate this Agreement.

11. **NOTICES.**

All communications or notices required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or made if: (a) delivered in person or by courier (e.g., Federal Express), (b) deposited in the United

States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested to the intended recipient at the address and/or the telecopy number set forth below:

Service Provider:

OSAM Document Solutions, Inc.  
3520 North 16<sup>th</sup> Street  
Phoenix, AZ 85016  
Fax 602-277-2844

Licensee:

Doyle Johnson  
Pinal County  
Admin Bldg 31 N. Pinal St.  
P.O. box 1408  
Florence, AZ 85232

All communications and notices shall be effective upon delivery in person or by courier, or five days after being deposited in the United States mail. Any party may change his, her, or its address by giving notice in writing, stating his, her or its new address and/or telecopy number to all of the other parties in the foregoing manner.

12. **GENERAL PROVISIONS.**

- A. Choice of Law. The enforcement, performance, discharge, lack of performance, and formation of this Agreement is governed by, and construed and enforced in accordance with, the law of the State of Arizona regardless of any conflict-of-law rules to the contrary.
- B. Jurisdiction. Any action, suit or proceeding arising out of this Agreement must be brought and maintained in one of the federal or state courts of general jurisdiction located in Maricopa County, Arizona but the prevailing party may enforce any judgment rendered by one of those courts in any court that has personal jurisdiction over the judgment debtor.
- C. Interpretation. The headings used in this Agreement are for reference and convenience purposes only and will not in any way limit or affect the meaning or interpretation of any of its terms. All defined terms in this Agreement are deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby," "hereinafter" and similar terms refer to all provisions of this Agreement.
- D. Waiver. No waiver of any right or remedy on one occasion by either party is a waiver of that right or remedy on any other occasion.
- E. Integration. This Agreement, including any and all exhibits and schedules referred to herein set forth the entire agreement and understanding between the parties pertaining to its subject matter and merges all prior discussions between them about that subject matter. Neither party is bound by any condition, definition, warranty, understanding or representation with respect to the subject matter of this Agreement if it is not in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement is not to be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.
- F. Binding Agreement and Assignment. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Service Provider may not assign this Agreement or its rights or delegate its obligations under this Agreement, in whole or in part, to any other person or entity without the prior consent of the Licensee. Licensee may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Service Provider. Any assignment made without compliance with the provisions of this Section 12(f) is null and void and of no force or effect.
- G. Severability. If any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, that court has the power and is hereby authorized and directed, to limit the scope, duration or area of applicability, or all of them of that term or provision, so that it is no longer overly broad and to enforce the provision as limited by that court. Subject to the preceding sentence, if any provision of this Agreement is held to be invalid or unenforceable for any reason, the invalidity or unenforceability will apply only to that provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

- H. Independent Contractor. The parties acknowledge that Service Provider is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance Service and Support Services.
- I. Third Party Beneficiary. Licensee and Service Provider acknowledge and agree that SDC is an express third-party beneficiary of this Agreement and shall be entitled to enforce this Agreement to the full extent of the law as if SDC were a party to this Agreement. SDC shall be afforded all remedies available to any party to this Agreement under the terms hereof or under applicable law. There are no other third-party beneficiaries to this Agreement.
- J. Export. Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Upgrades and Enhancements are not exported in violation of United States law.
- K. U.S. Government Restricted Rights. The Software and Upgrades and Enhancements are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of the rights in Technical Data and Computer Software clause at DFAR 252.227-7013 and the Commercial Computer Software Restricted Rights FAR 52.277-19(c)(1) and (2), as applicable. Manufacturer is Hyland Software, Inc., 28500 Clemens Road, Westlake, Ohio 44145.
- L. Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information and intellectual property rights will not be adequate for Service Provider's protection and, accordingly, Service Provider shall have the right to obtain, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

\_\_\_\_\_  
LICENSEE

Business Address:

Signed by: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
OSAM Document Solutions, Inc.

SERVICE PROVIDER

3520 North 16<sup>th</sup> Street

Phoenix, AZ 85016

Signed by: \_\_\_\_\_

Name: Ron Thompson Jr.

Title: President/CEO

Date: \_\_\_\_\_

**EXHIBIT A**

[illegible]

**Exhibit B****Hardware Agreement**

<b>Ship To: Pinal County</b>			<b>Bill To: Pinal County</b>		
<b>Address: Admin Bldg 31 N. Pinal St. P.O. box 1408</b>			<b>Address: Admin Bldg 31 N. Pinal St. P.O. box 1408</b>		
<b>Address: P.O. box 1408</b>			<b>Address: P.O. box 1408</b>		
<b>City: Florence</b>	<b>State: AZ</b>	<b>Zip: 85232</b>	<b>City: Florence</b>	<b>State: AZ</b>	<b>Zip: 85232</b>
<b>Contact: Doyle Johnson</b>	<b>Phone:</b>	<b>Fax:</b>	<b>Contact: Doyle Johnson</b>	<b>Phone:</b>	<b>Fax:</b>

<b>Order Date</b>	<b>PO #</b>	<b>Terms:</b>	<b>Agreement Term:</b>	<b>Start Date:</b>	<b>Expiration date:</b>
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**Equipment Covered**

<b>OSAM I.D. #</b>	<b>Serial Number</b>	<b>Description</b>	<b>Base Rate</b>	<b>Location</b>
<b>Exclusions and special instructions</b>				



## V. Fee Schedule for Services

### 1. Solution Price

#### OnBase Software Pricing

Hyland Software Continues to develop new modules an updated module list can be provided when requested.

OnBase Software Module Price List		
Product / Module Name	Product Code	License Fee
Multi-User Server	OBIPW1	\$ 5,000.00
Single User Server	OBIPA1	\$ 1,000.00
Concurrent Client	CTIPC1	\$ 1,200.00
Concurrent Client (101-200)	CTIPC2	\$ 1,000.00
Concurrent Client (201+)	CTIPC3	\$ 800.00
Workstation Client	CTIPW1	\$ 600.00
Workstation Client (101-200)	CTIPW2	\$ 500.00
Workstation Client (201+)	CTIPW3	\$ 400.00
Named User Client (1-100)	CTIPN1	\$ 600.00
Named User Client (101-200)	CTIPN2	\$ 500.00
Named User Client (201+)	CTIPN3	\$ 400.00
Production Document Imaging (Kofax or TWAIN) (1)	DIIPW1	\$ 5,000.00
Production Document Imaging (Kofax or TWAIN) (2+)	DIIPW2	\$ 2,000.00
Production Document Imaging (TWAIN))	TIIPW1	\$ 5,000.00
Production Document Imaging (TWAIN) (2+)	TIIPW2	\$ 2,000.00
Production Document Imaging (ISIS))	ASIPW1	\$ 5,000.00
Production Document Imaging (ISIS) (2+)	ASIPW2	\$ 2,000.00
Disconnected Scanning (1)	DSIPW1	\$ 5,000.00
Disconnected Scanning (2+)	DSIPW2	\$ 2,000.00
Desktop Document Imaging (15 ppm max)	AIIPW1	\$ 500.00
Desktop Document Imaging (30 ppm max)	AIIPW2	\$ 1,000.00
Desktop Document Imaging (Unlimited)	AIIPW3	\$ 1,500.00
Web Scanning Named User	WSIPN1	\$ 500.00
Front Office Scanning	FOIPW1	\$ 1,000.00
Batch OCR	OCIPW1	\$ 1,500.00
Ad-hoc Document OCR	AOIPW1	\$ 500.00
Virtual Print Driver	PTIPC1	\$ 5,000.00
Signature Pad Interface (TWAIN)	PWIP11	\$ 6,000.00
Bar Code Generator	BCIP11	\$ 2,000.00
Merchant Capture	MTIP11	\$ 10,000.00
Image Segment Archiver	EBIP11	\$ 4,000.00
Image-Only Multi-User Server	ELIP12	\$ 2,000.00
Image-Only Concurrent Client	ELIPC2	\$ 600.00
Image-Only Workstation Client	ELIPW2	\$ 300.00
Image-Only Named User Client	ELIPN2	\$ 300.00
COLD/ERM	CLIPW1	\$ 10,000.00
Advanced COLD/ERM	ACIPW1	\$ 35,000.00
PCL Input Filter	PCIPW1	\$ 3,000.00

AFP Input Filter	AFIPW1	\$ 10,000.00
DJDE Input Filter	DJIPW1	\$ 5,000.00
PDF Input Filter	PIIPW1	\$ 7,500.00
Document Import Processor	DPIPW1	\$ 5,000.00
Advanced Document Import Processor	ADIPW1	\$ 20,000.00
XML Tag Import Processor	XMIPW1	\$ 7,000.00
Remittance Processor	RPIPW1	\$ 20,000.00
Advanced Remittance Processor	APIPW1	\$ 40,000.00
Directory Import Processor	TYIP1	\$ 5,000.00
COLD/ERM-Only Multi-User Server	ELIP1	\$ 2,000.00
COLD/ERM-Only Concurrent Client	ELIPC1	\$ 600.00
COLD/ERM-Only Workstation Client	ELIPW1	\$ 300.00
COLD/ERM-Only Named User Client	ELIPN1	\$ 300.00
132 Column Font (1-100 Workstations)	FOIP1	\$ 2,000.00
132 Column Font (101+ Workstations)	FOIP2	\$ 5,000.00
Conversion Tool for IXOS	IXIP1	\$ 10,000.00
Conversion Tool for Ricoh eCabinet	RCIP1	\$ 5,000.00
Workflow Concurrent Client SL (1-20)	WLIPC1	\$ 2,000.00
Workflow Concurrent Client SL (21-50)	WLIPC2	\$ 1,600.00
Workflow Concurrent Client SL (51-100)	WLIPC3	\$ 1,400.00
Workflow Concurrent Client SL (101-300)	WLIPC4	\$ 1,200.00
Workflow Concurrent Client SL (301-1,000)	WLIPC5	\$ 1,100.00
Workflow Concurrent Client SL (1,001+)	WLIPC6	\$ 1,000.00
Workflow Workstation Client SL (1-20)	WLIPW1	\$ 1,250.00
Workflow Workstation Client SL (21-50)	WLIPW2	\$ 1,000.00
Workflow Workstation Client SL (51-100)	WLIPW3	\$ 800.00
Workflow Workstation Client SL (101-300)	WLIPW4	\$ 700.00
Workflow Workstation Client SL (301-1,000)	WLIPW5	\$ 600.00
Workflow Workstation Client SL (1,001+)	WLIPW6	\$ 500.00
Workflow Named User Client SL (1-20)	WLIPN1	\$ 1,250.00
Workflow Named User Client SL (21-50)	WLIPN2	\$ 1,000.00
Workflow Named User Client SL (51-100)	WLIPN3	\$ 800.00
Workflow Named User Client SL (101-300)	WLIPN4	\$ 700.00
Workflow Named User Client SL (301-1,000)	WLIPN5	\$ 600.00
Workflow Named User Client SL (1,001+)	WLIPN6	\$ 500.00
WorkView Concurrent Client SL (1-20)	VLIPC1	\$ 1,500.00
WorkView Concurrent Client SL (21-50)	VLIPC2	\$ 1,300.00
WorkView Concurrent Client SL (51-100)	VLIPC3	\$ 1,200.00
WorkView Concurrent Client SL (101-300)	VLIPC4	\$ 1,100.00
WorkView Concurrent Client SL (301-1,000)	VLIPC5	\$ 1,000.00
WorkView Concurrent Client SL (1,001+)	VLIPC6	\$ 900.00
WorkView Workstation Client SL (1-20)	VLIPW1	\$ 900.00
WorkView Workstation Client SL (21-50)	VLIPW2	\$ 800.00
WorkView Workstation Client SL (51-100)	VLIPW3	\$ 700.00
WorkView Workstation Client SL (101-300)	VLIPW4	\$ 600.00
WorkView Workstation Client SL (301-1,000)	VLIPW5	\$ 500.00
WorkView Workstation Client SL (1,001+)	VLIPW6	\$ 400.00
WorkView Named User Client SL (1-20)	VLIPN1	\$ 900.00

WorkView Named User Client SL (21-50)	VLIPN2	\$ 800.00
WorkView Named User Client SL (51-100)	VLIPN3	\$ 700.00
WorkView Named User Client SL (101-300)	VLIPN4	\$ 600.00
WorkView Named User Client SL (301-1,000)	VLIPN5	\$ 500.00
WorkView Named User Client SL (1,001+)	VLIPN6	\$ 400.00
Workflow/WorkView Concurrent Client SL (1-20)	WWIPC1	\$ 2,700.00
Workflow/WorkView Concurrent Client SL (21-50)	WWIPC2	\$ 2,300.00
Workflow/WorkView Concurrent Client SL (51-100)	WWIPC3	\$ 2,100.00
Workflow/WorkView Concurrent Client SL (101-300)	WWIPC4	\$ 1,900.00
Workflow/WorkView Concurrent Client SL (301-1,000)	WWIPC5	\$ 1,700.00
Workflow/WorkView Concurrent Client SL (1,001+)	WWIPC6	\$ 1,500.00
Workflow/WorkView Workstation Client SL (1-20)	WWIPW1	\$ 1,700.00
Workflow/WorkView Workstation Client SL (21-50)	WWIPW2	\$ 1,300.00
Workflow/WorkView Workstation Client SL (51-100)	WWIPW3	\$ 1,100.00
Workflow/WorkView Workstation Client SL (101-300)	WWIPW4	\$ 1,000.00
Workflow/WorkView Workstation Client SL (301-1,000)	WWIPW5	\$ 900.00
Workflow/WorkView Workstation Client SL (1,001+)	WWIPW6	\$ 800.00
Workflow/WorkView Named User Client SL (1-20)	WWIPN1	\$ 1,700.00
Workflow/WorkView Named User Client SL (21-50)	WWIPN2	\$ 1,300.00
Workflow/WorkView Named User Client SL (51-100)	WWIPN3	\$ 1,100.00
Workflow/WorkView Named User Client SL (101-300)	WWIPN4	\$ 1,000.00
Workflow/WorkView Named User Client SL (301-1,000)	WWIPN5	\$ 900.00
Workflow/WorkView Named User Client SL (1,001+)	WWIPN6	\$ 800.00
E-Forms	FMIP1	\$ 10,000.00
Mobile E-Forms Server	MEIP1	\$ 6,000.00
Mobile E-Forms Client	MEIPC1	\$ 300.00
Integration for Microsoft InfoPath	MIIP1	\$ 10,000.00
Field Reporting Named User Client Qty 1-100	FRIPN1	\$ 1,000.00
Field Reporting Named User Client Qty 101-200	FRIPN2	\$ 900.00
Field Reporting Named User Client Qty 201-500	FRIPN3	\$ 800.00
Field Reporting Named User Client Qty 501-1,000	FRIPN4	\$ 700.00
Field Reporting Named User Client Qty 1,001 - 3,000	FRIPN5	\$ 600.00
Field Reporting Named User Client Qty 3,001 - 5,000	FRIPN6	\$ 500.00
Field Reporting Named User Client Qty 5,001+	FRIPN7	\$ 400.00
Field Reporting Workstation Client	FRIPW1	\$ 2,000.00
Business Process Modeling	BMIP1	\$ 10,000.00
Business Activity Monitoring	BAIP1	\$ 10,000.00
Extractor for Data Warehouse	XTIP1	\$ 50,000.00
BPM Tools Suite	TLIP1	\$ 65,000.00
Business Rules Engine	BRIP1	\$ 20,000.00
Digital Signatures each user	DGIPN1	\$ 200.00
Integration for Microsoft BizTalk	BZIP1	\$ 20,000.00
Document Composition for Microsoft Word	CWIP1	\$ 20,000.00
Image Document Composition	FCIP1	\$ 20,000.00
ACH Generator	AHIPW1	\$ 20,000.00
Integration for PFU TimeStamp Service	TSIP1	\$ 2,000.00
Integration for PFU TimeStamp Service (1,000)	TSIP2	\$ 100.00
Integration for PFU TimeStamp Service (10,000)	TSIP3	\$ 900.00

Integration for PFU TimeStamp Service (100,000)	TSIP14	\$ 7,000.00
Workflow Departmental Server	WFIPD1	\$ 10,000.00
Workflow Enterprise Server	WFIP11	\$ 50,000.00
Workflow Concurrent Client	WFIPC1	\$ 1,000.00
Workflow Workstation Client	WFIPW1	\$ 500.00
Workflow Named User Client	WFIPN1	\$ 500.00
WorkView Server	RMIP11	\$ 10,000.00
WorkView Concurrent Client	RMIPC1	\$ 1,000.00
WorkView Workstation Client	RMIPW1	\$ 500.00
WorkView Named User Client	RMIPN1	\$ 500.00
Workflow/WorkView Concurrent Client	WCIPC1	\$ 1,500.00
Workflow/WorkView Workstation Client	WCIPW1	\$ 750.00
Workflow/WorkView Named User Client	WCIPN1	\$ 750.00
Web Server	WTIPW1	\$ 10,000.00
StatusView	STIP11	\$ -
EDM Services	DMIP11	\$ 5,000.00
Collaboration	COIP11	\$ 10,000.00
Web Parts for Microsoft SharePoint	SPIP11	\$ 5,000.00
Archive Services for Microsoft SharePoint	MAIP11	\$ 5,000.00
Integration for Microsoft Search	PHIP11	\$ 5,000.00
Integration for WSRP	WPIP11	\$ 15,000.00
Integration for WebDAV	BVIP11	\$ 10,000.00
Integration for Ektron CMS400.NET	ENIP11	\$ 10,000.00
Document Knowledge Transfer	DKIP11	\$ 8,000.00
Enterprise Document Knowledge Transfer Web Access	DKIP12	\$ 10,000.00
Integration for ESRI ArcGIS Server	EGIP11	\$ 10,000.00
Integration for ESRI ArcGIS Desktop	AGIP11	\$ 7,000.00
Print Distribution	PDIPW1	\$ 3,000.00
Full-Text Indexing Server for Verity	VTIP11	\$ 10,000.00
Full-Text Indexing Concurrent Client for Verity	VTIPC1	\$ 300.00
Full-Text Indexing Named User Client for Verity	VTIPN1	\$ 150.00
Full-Text Indexing Workstation Client for Verity	VTIPW1	\$ 150.00
Migration Tool for Verity	VTIPM1	\$ 3,000.00
Full-Text Indexing Server for Microsoft	FXIP11	\$ 5,000.00
Full-Text Indexing Concurrent Client for Microsoft	TXIPC1	\$ 200.00
Full-Text Indexing Named User Client for Microsoft	TXIPN1	\$ 100.00
Full-Text Indexing Workstation Client for Microsoft	TXIPW1	\$ 100.00
CAD Services	CSIP11	\$ 5,000.00
CAD Services Concurrent Client - View Only	CVIPC1	\$ 300.00
CAD Services Concurrent Client - View/Markup	CMIPC1	\$ 600.00
CAD Services Workstation Client - View Only	CVIPW1	\$ 150.00
CAD Services Workstation Client - View/Markup	CMIPW1	\$ 300.00
Integration for Novell GroupWise	GRIP11	\$ 5,000.00
Integration for IBM Lotus Notes	LNIP11	\$ 5,000.00
Integration for Microsoft Outlook	OLIP11	\$ 5,000.00
E-mail Archive	EAIPI1	\$ 25.00
Subscription Server	SSIPW1	\$ 10,000.00
Report Services	RPIPI1	\$ 5,000.00

Report Mining Integration for Datawatch Monarch	MNIP11	\$ 5,000.00
Report Mining Integration for Datawatch Monarch   RMS	MNIP12	\$ 5,000.00
Exception Reports	ERIP11	\$ 4,000.00
Application Enabler (Annual)	AEIA11	\$ 8,000.00
Enterprise Application Enabler (Annual)	AEIA12	\$ 25,000.00
Application Enabler	AEIP11	\$ 15,000.00
Enterprise Application Enabler	AEIP12	\$ 50,000.00
Host Enabler Concurrent Client	HEIPC1	\$ 300.00
Host Enabler Workstation Client	HEIPW1	\$ 150.00
Archival API	ARIP11	\$ 5,000.00
Reverse API	RVIP11	\$ 10,000.00
Query API (Initial 500 queries/hour) (Thick Client)	APIPQ1	\$ 10,000.00
Query API (Additional block of 500 queries/hour) (Thick Client)	APIPQ2	\$ 8,000.00
Query API (Initial 500 queries/hour) (Core)	APIPQ3	\$ 10,000.00
Query API (Additional block of 500 queries/hour) (Core)	APIPQ4	\$ 8,000.00
Custom Web Indexing Platform	WIIP11	\$ 4,000.00
Web Services Toolkit	WSIP11	\$ 10,000.00
Single Sign-On for Microsoft Active Directory Service	SNIP11	\$ -
Single Sign-On for CA eTrust SiteMinder	SNIP12	\$ 20,000.00
Single Sign-On for IBM Tivoli Access Manager	SNIP13	\$ 25,000.00
Single Sign-On for RSA Sign-On Manager	SNIP15	\$ 30,000.00
Single Sign-On for SAP Enterprise Portal 6.0	SNIP16	\$ 35,000.00
Single Sign-On for PeopleSoft Enterprise v.8	SNIP18	\$ 5,000.00
Integration for OCR for AnyDoc	OFIP11	\$ 3,500.00
Integration for Cardiff LiquidOffice	LOIP11	\$ 10,000.00
Integration for Cardiff TeleForm	CRIP11	\$ 3,500.00
Integration for ReadSoft DOCUMENTS	RDIP11	\$ 3,500.00
Integration for Captiva InputAccel	IAIP11	\$ 3,500.00
Integration for Kofax Capture	KXIP11	\$ 3,500.00
Integration for eCopy ShareScan OP	ECIPW1	\$ 1,200.00
Integration for AutoStore Route to OnBase	ASIP11	\$ 3,000.00
Connector for Esker DeliveryWare	EKIP11	\$ 15,000.00
Fax Import Integration for Captaris RightFax	RFIPW1	\$ 6,000.00
Integration for the Fujitsu fi-6000 Network Scanner	NSIPW1	\$ 2,000.00
Fujitsu fi-6000 Network Scanner	FUJ-FI6000NS-NSIPW1	\$ 3,000.00
Maintenance Plan for the Fujitsu fi-6000 Network Scanner	FUJ-FI6000NS-NSMPW1	\$ 750.00
Fujitsu fi-6000 Consumables - ScanAid Kit	CG01000-507001	\$ 89.00
Fujitsu fi-6000 Consumables - Pad Assembly	PA03289-0111	\$ 20.00
Fujitsu fi-6000 Consumables - Pick Roller	PA03289-0001	\$ 35.00
Integration for Visonair OneTouch	OTIPW1	\$ 500.00
Connector for use with SAP ArchiveLink	SAIP11	\$ 20,000.00
Bar Code Import for use with SAP ArchiveLink	SBIP11	\$ 10,000.00
Print List and Data Archive for use with SAP ArchiveLink	SDIP11	\$ 10,000.00
OLE Viewer for use with SAP ArchiveLink	SCIP11	\$ 10,000.00
Business Indexing Connector for use with SAP ArchiveLink	SIIP11	\$ 15,000.00

Integration for Oracle E-Business Suite	ORIP11	\$ 30,000.00
Dual Window Indexer for PeopleSoft v.8	DWIP11	\$ 15,000.00
Image Statements (1-10,000) 1-10,000 statements per month. Sold in blocks of 1,000. Enter multiples of 1,000.	ISIP11	\$ 1.50
Image Statements (10,000-50,000) 10,001-50,000 statements per month. Sold in blocks of 1,000. Enter multiples of 1,000.	ISIP12	\$ 1.00
Image Statements (50,000+) 50,001+ statements per month. Sold in blocks of 1,000. Enter multiples of 1,000.	ISIP13	\$ 0.50
OMR Marks Generator	OMIP11	\$ 3,000.00
Document Distribution Per recipient. Sold in blocks of 250. Minimum initial purchase of 4 blocks (1,000). Enter values of 1,000, 1,250, 1,500, etc.	DDIP11	\$ 4.00
Statement Composition	SCIPW1	\$ 10,000.00
Document Retention	DRIP11	\$ 10,000.00
Physical Records Management	PRIP11	\$ 15,000.00
Records Management	RIIP11	\$ 20,000.00
Distributed Disk Services	DSIP11	\$ 5,000.00
Storage Integration for EMC Centera	CTIP11	\$ 20,000.00
Storage Integration for IBM Tivoli	TVIP11	\$ 20,000.00
CD Authoring	CDIPW1	\$ 1,000.00
DVD Authoring	DVIPW1	\$ 2,000.00
Automated CD Authoring	AAIPW1	\$ 5,000.00
Automated DVD Authoring	AVIPW1	\$ 8,000.00
Automated CD/DVD Publishing (1-100) 1-100 CD/DVD Publishing Orders. Enter 1 for first block.	ADIPC1	\$ 5,000.00
Automated CD/DVD Publishing (101+) Add'l blocks of 100 Publishing Orders. Enter 1, 2, etc. for add'l blocks.	ADIPC2	\$ 4,000.00
Publishing	PBIA11	\$ 2,000.00
Aggregate Publishing \$1,000 per entity receiving CDs/DVDs. Enter 1, 2, etc. for # of entities.	PBIP11	\$ 1,000.00
Multilingual Publishing	MPIP11	\$ 3,000.00
Encrypted CD/DVD Publishing	EPIP11	\$ 5,000.00
Export	EXIPC1	\$ 5,000.00
Ad-hoc IRD Printing	PTIP11	\$ 5,000.00
Image Cash Letter Generator (X9.37)	P9IPW1	\$ 10,000.00
Posting File Generator	PFIPW1	\$ 5,000.00
NSF File Processor	RGIPW1	\$ 5,000.00
eMortgage Delivery for Chase	EGIPW1	\$ 5,000.00
Signature / ID Client each	FNIPW1	\$ 200.00
Integration for Mitek Validify	VYIP11	\$ 2,000.00
Integration for Goldleaf	GDIPW1	\$ 5,000.00
Integration for Teres Solutions SAIL	TEIP11	\$ 10,000.00
Compliance Framework Template	SOIP11	\$ 10,000.00
Agenda & Minutes Manager 1-5 Agenda Templates	AMIPW1	\$ 5,000.00
Agenda & Minutes Manager 6-10 Agenda Templates	AMIPW2	\$ 4,000.00
Agenda & Minutes Manager 11-20 Agenda Templates	AMIPW3	\$ 3,000.00
Agenda & Minutes Manager 21+ Agenda Templates	AMIPW4	\$ 2,000.00
Integration for Azteca Cityworks	CYIP11	\$ 10,000.00
Public Sector Constituency Web Access \$0.01 per constituent per system/database. Enter # of constituents for the agency.	GWIP11	\$ 0.01

Municipality Licensing Bundle Provides limited ECM functionality to public sector municipalities with populations of less than 250,000.		
Modules comprising the bundle include:		
• Multi-User Server (1)		
• Web Server (1)		
• StatusView (1)		
• EDM Services (1)		
• Application Enabler (single application) (1)		
• Desktop Document Imaging (> 30 ppm) (1)		
• CD Authoring (1)	GV-B-MU1	\$ 14,745.00
Municipality Concurrent Client Each, for qty 1-5	GV-B-MU1-CTIPC1	\$ 850.00
Municipality Concurrent Client Each, for qty 6-20	GV-B-MU1-CTIPC2	\$ 750.00
Municipality Concurrent Client Each, for qty 21-50	GV-B-MU1-CTIPC3	\$ 650.00
Municipality Workflow Concurrent Client SL Each, for qty 1-5	GV-B-MU1-WLIPC1	\$ 1,200.00
Municipality Workflow Concurrent Client SL Each, for qty 6-20	GV-B-MU1-WLIPC2	\$ 1,100.00
Municipality Workflow Concurrent Client SL Each, for qty 21-50	GV-B-MU1-WLIPC3	\$ 1,000.00
Medical Records Management Solution	MRIP11	\$ 25,000.00
Medical Records Management Solution Completion Concurrent Client	MRIPC1	\$ 3,000.00
Medical Records Release of Information	INIP11	\$ 20,000.00
Medical Records Release of Information for GE Centricity EMR Per Physician	REIP11	\$ 500.00
Medical Records Release of Information (Standalone)	RSIP11	\$ 20,000.00
EDI 835 EOB Processor	P5IPW1	\$ 10,000.00
EDI 837 Processor	P7IPW1	\$ 10,000.00
HL7 Module	HLIPW1	\$ 15,000.00
Document Imaging for PACS Per workstation	PAIPW1	\$ 1,500.00
Integration for Epic (Single Integration) For a single integration to an Epic product	EMIP11	\$ 50,000.00
Integration for Epic (Enterprise) For enterprise Epic integration	EMIP12	\$ 75,000.00
Signature Deficiencies for Epic	MCIP11	\$ 20,000.00
Signature Deficiencies for EMR's	DEIP11	\$ 20,000.00
Integration for GE Centricity	GEIP11	\$ 25,000.00
Integration for Cerner Millennium	CNIP11	\$ 25,000.00
Integration for Eclipsys	EYIP11	\$ 25,000.00
EKG Integration for GE Muse	KGIP11	\$ 15,000.00
Integration for Sentillion Vergence	SVIP11	\$ 20,000.00
Integration for OPUS (CSC Common Web Desktop)	WDIP11	\$ 5,000.00
Multi-user Server for GE Centricity (Clinical)	GMIP11	\$ 5,500.00
Clinical Concurrent Client for GE Centricity	GCIPC1	\$ 800.00
Document Imaging for GE Centricity (Unlimited) (Clinical)	GUIPW1	\$ 3,300.00
Clinical Indexing Workstation Client for GE Centricity	GIIPW1	\$ 1,000.00
Disconnected Scanning for GE Centricity (Clinical)	GSIPW1	\$ 500.00
Transcript Reader Per Transcript 1-10,000 Transcripts	TRIP11	\$ 10.00
Transcript Reader Per Transcript 10,001-30,000	TRIP12	\$ 8.00
Transcript Reader Per Transcript 30,001+	TRIP13	\$ 6.00

**Hardware – Price is 15% off MSRP**

Manufactures continue to add models to their line ups. A revised list will be provided upon request.

<b>Bell and Howell Hardware List</b>			
8090DB Spectrum XF	75 ppm	Duplex	B&W
8090DBI Spectrum XF	75 ppm	Duplex	B&W
8090DC Spectrum XF	75 ppm	Duplex	B&W/Color
8090DCI Spectrum XF	75 ppm	Duplex	B&W/Color
8090SB Spectrum XF	75 ppm	Simplex	B&W
8090SBI Spectrum XF	75 ppm	Simplex	B&W
8090SC Spectrum XF	75 ppm	Simplex	B&W/Color
8090SCI Spectrum XF	75 ppm	Simplex	B&W/Color
8120DB Spectrum XF	100 ppm	Duplex	B&W
8120DBI, Spectrum XF	100 ppm	Duplex	B&W
8120DC Spectrum XF	100 ppm	Duplex	B&W/Color
8120DCI Spectrum XF	100 ppm	Duplex	B&W/Color
8140DBI Spectrum XF	115 ppm	Duplex	B&W
8140DCI Spectrum XF	115 ppm	Duplex	B&W/Color
Truper 3200	67 ppm	Duplex	B&W/Color
Truper 3600 Plus	67 ppm	Duplex	B&W/Color
Truper 3600 Std.	67 ppm	Duplex	B&W/Color
Infinity WF Scanner, 36"	12.6 ips	Simplex	
Infinity WF Scanner, 42"	9.5 ips	Simplex	
Infinity WF Scanner, 48"	9.5 ips	Simplex	

<b>Canon Hardware List</b>			
DR-9080C	90 ppm	Duplex	B&W/Color
DRX10C	128 ppm	Duplex	B&W/Color
DR-5010C	50 ppm	Duplex	B&W/Color
DR-7080C	70 ppm	Duplex	B&W/Color
DR-7580	75 ppm	Duplex	B&W
DR-2050C	20 ppm	Duplex	B&W/Color
DR-2580C	25 ppm	Duplex	B&W/Color
DR-3080CII	43 ppm	Duplex	B&W/Color
DR1210C	12 ppm	Simplex	B&W/Color
DR2010C	20 ppm	Duplex	B&W/Color
DR2050SP	20 ppm	Duplex	B&W/Color
DR2510C	25 ppm	Duplex	B&W/Color
DR4010C	42 ppm	Duplex	B&W/Color
ScanFront 220	26 ppm	Duplex	B&W / Color
ScanFront 220P	26 ppm	Duplex	B&W/Color
CR180	180 cpm	Duplex	B&W
CR55	55cpm	Duplex	B&W
CR25	25cpm	Duplex	B&W
MS300	Microfilm Scanner		
MS350	Microfilm Scanner		
MS800	Microfilm Scanner		



Fujitsu Hardware List			
fi-5900C	100 ppm	Duplex	B&W/Color
fi-4860C2	63 ppm	Duplex	B&W/Color
fi-5750C-HVRS	57 ppm	Duplex	B&W/Color
fi-6670 VRS	70 ppm	Duplex	B&W/Color
fi-6670A VRS	70 ppm	Duplex	B&W/Color
fi-6770 VRS	70 ppm	Duplex	B&W/Color
fi-6770A VRS	70 ppm	Duplex	B&W/Color
fi-4340C	40 ppm	Duplex	B&W/Color
fi-5015C	15 ppm	Simplex	B&W/Color
fi-5110C	15 ppm	Duplex	B&W/Color
fi-5530C2	70 ppm	Duplex	B&W / Color
fi-6000NS	25 ppm	Duplex	B&W/Color
fi-6130	40 ppm	Duplex	B&W / Color
fi-6140	60 ppm	Duplex	B&W/Color
fi-6230	40 ppm	Duplex	B&W/Color
fi-6240	60 ppm	Duplex	B&W/Color
ScanSnap S300 Mobile	8 ppm	Duplex	B&W/Color
ScanSnap S300 Mobile Bundle	8 ppm	Duplex	B&W/Color
ScanSnap S300M	8 ppm	Duplex	B&W/Color
ScanSnap S510	18 ppm	Duplex	B&W / Color
ScanSnap S510	18 ppm	Duplex	B&W/Color
ScanSnap S510 MAC	18 ppm	Duplex	B&W / Color

Kodak Hardware List			
i1840	160 ppm	Duplex	B&W/Color
i1840 Government	160 ppm	Duplex	B&W/Color
i1860	200 ppm	Duplex	B&W/Color
i1860 Government	200 ppm	Duplex	B&W/Color
i640	100 ppm	Duplex	B&W/Color
i640 Government	100 ppm	Duplex	B&W/Color
i660	120 ppm	Duplex	B&W/Color
i660 Government	120 ppm	Duplex	B&W/Color
i780	130 ppm	Duplex	B&W/Color
i780 Governemnt	130 ppm	Duplex	B&W/Color
s1740, 12 Pockets	110 ppm	Duplex	B&W / Color
s1740, 2 Pockets	110 ppm	Duplex	B&W / Color
s1740, 6 Pockets	110 ppm	Duplex	B&W/Color
s1740, 8 Pockets	110 ppm	Duplex	B&W/Color
i1310	60 ppm	Simplex	B&W/Color
i1320	60 ppm	Duplex	B&W/Color
i1320 Government	60 ppm	Duplex	B&W/Color
i1410	60 ppm	Simplex	B&W/Color
i1410 Government	60 ppm	Simplex	B&W/Color
i1420	60 ppm	Duplex	B&W/Color
i1420 Government	60 ppm	Duplex	B&W/Color

i1440	75 ppm	Duplex	B&W/Color
i1440 Government	75 ppm	Duplex	B&W/Color
i610	80 ppm	Duplex	B&W
i610 Government	80 ppm	Duplex	B&W
i620	80 ppm	Duplex	B&W/Color
i620 Government	80 ppm	Duplex	B&W /Color
i1210	30 ppm	Simplex	B&W/Color
i1220	30 ppm	Duplex	B&W/Color
i1220 Government	30 ppm	Duplex	B&W/Color
i150	40 ppm	Simplex	B&W/Color
i160	40 ppm	Duplex	B&W/Color
i30	25 ppm	Simplex	B&W/Color
i40	25 ppm	Duplex	B&W/Color
s1220	30 ppm	Duplex	B&W/Color
Scan Station 100	25 ppm	Duplex	B&W/Color
ScanMate i1120	20 ppm	Duplex	B&W/Color
i6015	30 cpm	Duplex	B&W/Color
i6015 W/Printer	30 cpm	Duplex	B&W/Color
i6060	65 cpm	Duplex	B&W/Color
i6060 W/Printer	65 cpm	Duplex	B&W/Color
i6090	100 cpm	Duplex	B&W/Color
i6090 W/Printer	100 cpm	Duplex	B&W/Color
2400 DSV-E	2400 DSV-E Microfilm Scanner		
3000 DSV-E	3000 DSV-E Microfilm Scanner		
i7300	i7300 Microfilm Scanner		
i9610	i9610 Writer		
i9620	i9620 Writer		
Prostar	Prostar Archive Processor 120V		
Microfilm	20 Pack Media 16mmx100ft		
Microfilm	20 Pack Media 16mmx215ft		

**Graphitec Hardware**

Discount will apply to all other hardware.

**Other Hardware for Electronic Document Management**

Discount will apply to all other hardware.

**Conversion Services**

<b>Conversion Services</b>		
E-Docs from OnBase to Microfilm(16mm)	\$0.030	per image
E-Docs from OnBase to Microfilm(35mm)	\$0.240	per image
Master Roll 35mm	\$24.000	per roll
Minimum Job Fee 35mm	\$325.000	per job
Master Roll 16mm	\$12.000	per roll
Minimum Job Fee 16mm	\$250.000	per job

Prices assume that the images come to us ready to plot. We expect the customer to provide all the necessary targets and have the images broken down into roll groups which will allow us to simply point and click to begin processing the job. OSAM will train the customer 1 time at no charge to fulfill the above requirement.		
Convert paper to Microfilm (16mm)	\$0.095	per page
Convert paper to Microfilm (35mm)	\$0.950	per page
Master Roll 35mm	\$24.000	per roll
Minumum Job Fee 35mm	\$325.000	per job
Master Roll 16mm	\$12.000	per roll
Minumum Job Fee 16mm	\$250.000	per job
Conversion of paper to E-Doc within OnBase	\$0.080	per page
Conversion of large format paper to E-Doc within OnBase	\$0.900	per page
Microfilm to E-Docs	\$0.070	per image
Digital Reel Service	\$65.000	per roll
Digital Fiche Service	\$2.500	per fiche
Digital Aperture Card Service	\$0.80	per card
Pickup and Delivery	Included	

**Software Maintenance – Hardware Maintenance**

<b>Maintenance Fees</b>	
OnBase	18% of Retail Price
<b>Hardware Maintenance Fees</b>	
Canon DR9080C	\$1,261.55
Canon DR7580	\$1,010.85
Canon DR5020	\$956.80
Canon MS800	\$1,239.70
Canon MS400	\$760.15
Bell and Howell 8090DC	\$2,788.00
Bell and Howell Truper 3200	\$1,319.00
Graphtec CS600	\$
Graphtec CS500	\$
Fujitsu FI-5750C	\$2,095.00
Canon IBF8000	\$
Per Hour plus Travel and Expense	\$175.00 per hour
All other Maintenance is billed at MSRP	
Maintenance Agreement may increase 5-15% per year	

**OSAM Services – Hyland Services**

<b>OSAM Services</b>	
5 Hour Support Block	\$1,075.00
10 Hour Support Block	\$2,050.00
20 Hour Support Block	\$3,900.00

50 Hour Support Block	\$8,750.00
Installation/Training per hour plus T&E	\$187.50
Consulting per hour plus T&E	\$212.50
Database Services per hour plus T&E	\$212.50
Consulting per hour plus T&E	\$212.50
Upgrade Services per hour plus T&E	\$187.50
Daily Project Management Services per hour plus T&E	\$150.00
<b>Hyland Services</b>	
Hyland Installation per hour plus T&E	\$187.50
Hyland Consulting per hour plus T&E	\$212.50
Hyland Database Services per hour plus T&E	\$212.50
Hyland Consulting (CSG) per hour plus T&E	\$212.50
Hyland Upgrade Services per hour plus T&E	\$187.50
Hyland Daily Project Management Services per hour plus T&E	\$150.00
End User System Administration	\$2,500.00
End User System Administration Onsite	\$15,000.00
End User Advanced System Administration	\$2,500.00
End User Advanced System Administration Onsite	\$15,000.00
OnBase System Administrator Recertification - Online	\$250.00
End User Workflow Administration	\$2,500.00
End User Workflow Administration Onsite	\$15,000.00
End User Workflow Design	\$2,500.00
End User Workflow Design Onsite	\$15,000.00
OnBase End User Training Daily	\$2,200.00
End User Web Server / Application Enabler Administration	\$2,500.00
End User Web Server / Application Enabler Administration Onsite	\$15,000.00
End User WorkView Implementation	\$2,500.00
OnBase System Administrator Recertification - Online	\$250.00
Custom Customer Training per day	\$3,000.00
<b>Hyland Services for Data Service</b>	
OnBase Database Validation Services Per year. Monthly validation.	\$2,900.00
OnBase Database Validation Services Per year. Quarterly validation.	\$1,900.00
OnBase Database Validation Services Per 20 GB per validation.	\$60.00
OnBase Disk Group Validation Media Per volume; CD. Requires Database Backup Contract.	\$60.00
OnBase Disk Group Validation Media Per volume; DVD. Requires Database Backup Contract.	\$75.00
OnBase Disk Group Validation Media Per GB; Tape. Entire disk group validation on each service interval.	\$5.00
OnBase Disk Group Validation and Media - Backlog Per volume; CD; Requires Database Backup Contract.	\$60.00
OnBase Disk Group Validation and Media - Backlog Per volume; DVD; Requires Database Backup Contract.	\$75.00
OnBase Disk Group Validation and Media - Backlog Per GB; Tape; Disk Group Tape backup validation. Entire Disk Group growth is validated with each service interval.	\$5.00
OnBase Disk Group Validation and Media - Backlog Per GB; External Disk Drive: Disk Group growth is validated each service interval.	\$1.00

OnBase Emergency Onsite Recovery Services Per year	\$3,000.00
OnBase Emergency Onsite Recovery Services Per day	\$2,000.00

## 2. Optional Software

### Datacap Software Pricing

Datacap Software Continues to develop new modules an updated module list can be provided when requested.

<b>Datacap Software Price List</b>	
<b>Product / Module Name</b>	<b>License Fee</b>
Taskmaster per Client	\$ 2,495.00
Taskmaster Web Client	\$ 2,995.00
Taskmaster Server (per client)	\$ 19,995.00
Taskmaster Web Server (per client)	\$ 895.00
Rule Runner Service	\$ 7,995.00
Rule Runner for invoices	\$ 51,995.00
Rule Runner for claims	\$ 52,995.00
Standard Recognition Actions	\$ 5,995.00
Recostar ICR (by cps)	\$ 3,995.00
Recostar ICR (by full page OCR)	\$ 7,595.00
Kadmos ICR	\$ 4,995.00
ABBYY OCR	\$ 4,995.00
Parascript ICR	\$ 4,995.00
Fingerprint Service	\$ 19,995.00
Wordfire Classify	\$ 29,995.00
2D Barcode Action	\$ 2,995.00
Release to OnBase	\$ 3,995.00
Release to SharePoint	\$ 4,995.00
Release to EMC	\$ 3,995.00
Release to Text Control File	\$ 3,995.00
Datacap PDF Actions	\$ 3,995.00
EDI Export	\$ 6,995.00
Email Actions	\$ 4,995.00
Image conversion actions	\$ 2,995.00
Image Overlay Actions	\$ 4,995.00
Link for One touch per site	\$ 2,995.00
Right Fax Import	\$ 4,995.00
TIFF Merger Actions	\$ 2,995.00
Vscan	\$ 4,995.00
Datacap Studio Development Kit	\$ 6,995.00
Filenet Capture componet	\$ 19,995.00
Kofax Ascent Link	\$ 19,995.00
Software Maintenance	18% of Retail

**Kofax VRS Software Pricing**

Kofax VRS Software Continues to develop new modules an updated module list can be provided when requested. Kofax VRS is sometime bundled with specific scanners and will not need to be purchased.

<b>Kofax VRS Price List</b>					
Cat #	Software Type	Adrenaline 650i Card Bundled	Kofax Scanner Category	Scanner Connectivity	Price
UO-D004-0001	Upgrade	No	Desktop	USB/Firewire and SCSI	\$349.00
UO-P004-0001	Upgrade	No	Production	USB/Firewire and SCSI	\$2,149.00
UO-W004-0001	Upgrade	No	Workgroup	USB/Firewire and SCSI	\$1,149.00
UP-0001-0004	Upgrade	No	Not Applicable	USB/Firewire and SCSI	\$499.00
VP-D004-0001	Professional	No	Desktop	USB/Firewire and SCSI	\$595.00
VP-P004-00S1	Professional	Yes	Production	USB/Firewire and SCSI	\$2,549.00
VP-P004-00U1	Professional	No	Production	USB/Firewire and SCSI	\$2,449.00
VP-W004-00S1	Professional	Yes	Workgroup	USB/Firewire and SCSI	\$1,549.00
VP-W004-00U1	Professional	No	Workgroup	USB/Firewire and SCSI	\$1,449.00
VS-0004-0001	Basic	No	Desktop	USB/Firewire and SCSI	\$325.00